

ORIGINAL



0000147487

BEFORE THE ARIZONA CORPORATION

COMMISSIONERS

- BOB STUMP - Chairman
- GARY PIERCE
- BRENDA BURNS
- BOB BURNS
- SUSAN BITTER SMITH

RECEIVED

2013 AUG 21 A 9:40

AZ CORP COMMISSION
DOCKET CONTROL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE MATTER OF THE APPLICATION OF VALENCIA WATER COMPANY – TOWN DIVISION FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES FOR UTILITY SERVICE DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF ITS PROPERTY THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. W-01212A-12-0309

IN THE MATTER OF THE APPLICATION OF GLOBAL WATER – PALO VERDE UTILITIES COMPANY FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES FOR UTILITY SERVICE DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF ITS PROPERTY THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. SW-20445A-12-0310

IN THE MATTER OF THE APPLICATION OF WATER UTILITY OF NORTHERN SCOTTSDALE, INC. FOR APPROVAL OF A RATE INCREASE.

DOCKET NO. W-03720A-12-0311

IN THE MATTER OF THE APPLICATION OF WATER UTILITY OF GREATER TONOPAH, INC. FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES FOR UTILITY SERVICE DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF ITS PROPERTY THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. W-02450A-12-0312

IN THE MATTER OF THE APPLICATION OF VALENCIA WATER COMPANY – GREATER BUCKEYE DIVISION FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES FOR UTILITY SERVICE DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF ITS PROPERTY THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. W-02451A-12-0313

Arizona Corporation Commission

DOCKETED

AUG 23 2013

DOCKETED BY *NR*

1 IN THE MATTER OF THE APPLICATION OF
2 GLOBAL WATER – SANTA CRUZ WATER
3 COMPANY FOR THE ESTABLISHMENT OF JUST
4 AND REASONABLE RATES AND CHARGES FOR
5 UTILITY SERVICE DESIGNED TO REALIZE A
6 REASONABLE RATE OF RETURN ON THE FAIR
7 VALUE OF ITS PROPERTY THROUGHOUT THE
8 STATE OF ARIZONA.

DOCKET NO. W-20446A-12-0314

6 IN THE MATTER OF THE APPLICATION OF
7 WILLOW VALLEY WATER COMPANY FOR THE
8 ESTABLISHMENT OF JUST AND REASONABLE
9 RATES AND CHARGES FOR UTILITY SERVICE
DESIGNED TO REALIZE A REASONABLE RATE
OF RETURN ON THE FAIR VALUE OF ITS
PROPERTY THROUGHOUT THE STATE OF
ARIZONA.

DOCKET NO. W-01732A-12-0315

**STAFF'S NOTICE OF FILING
ATTACHMENT E TO THE
SETTLEMENT AGREEMENT**

10 On August 13, 2012 Staff of the Arizona Corporation Commission (“Staff”) filed a proposed
11 Settlement Agreement between Staff, the Residential Utility Consumer Office (“RUCO”), the Global
12 Applicants,¹ the Global Intervenors,² and the Province Community Homeowners Association, the
13 Rancho el Dorado Phase III Homeowners Association, the Cobblestone Farms Homeowners
14 Association and any additional parties signing on pursuant to § 11.7 of the Settlement Agreement in
15 this case. Attachment E to the Settlement Agreement was not available at the time the Agreement
16 was filed and the Signatories agreed to provide Attachment E by August 16, 2013. Due to unforeseen
17 circumstances the parties were unable to meet this deadline. Staff hereby files the Terms and
18 Conditions Tariff for the Global Applicants which is Attachment E to the proposed Settlement
19 Agreement. Staff, on behalf of the parties, apologizes to the ALJ and the Commission for this delay.

20 RESPECTFULLY SUBMITTED this 21st day of August, 2013.

21 
22 Maureen A. Scott, Senior Staff Counsel
23 Wesley C. Van Cleve, Attorney
24 Brian E. Smith, Attorney
25 Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
(602) 542-3402

26 ¹ Valencia Water Company, Inc. – Town Division, Global Water – Palo Verde Utilities, Water Utility of Northern
27 Scottsdale, Inc., Water Utility of Greater Tonopah, Inc., Valencia Water Company, Inc. – Greater Buckeye Division,
Global Water – Santa Cruz Water Company, and Willow Valley Water Company, Inc.

28 ² Global Water – Picacho Cove Water Company, Global Water – Picacho Cove Utilities Company, Hassayampa Utilities
Company, Inc. , and Global Water Resources, Inc.

1 Original and thirteen (13) copies
2 of the foregoing filed this 21st day
3 of August, 2013, with:

3 Docket Control
4 Arizona Corporation Commission
5 1200 West Washington Street
6 Phoenix, Arizona 85007

6 Copy of the foregoing mailed on this
7 21st day of August, 2013 to:

8 Michael W. Patten
9 Timothy J. Sabo
10 Roshka DeWulf & Patten, PLC
11 One Arizona Center
12 400 East Van Buren Street, Suite 800
13 Phoenix, Arizona 85004
14 Attorneys for Global Utilities

11 Mr. Ron Fleming
12 General Manager, Arizona
13 Global Water Management
14 21410 North 19th Avenue, Suite 201
15 Phoenix, Arizona 85027

14 Michelle Wood, Counsel
15 Residential Utility Consumer Office
16 1110 West Washington Street, Suite 220
17 Phoenix, Arizona 85007

17 Jeffrey W. Crockett
18 Brownstein Hyatt Farber Schreck, LLP
19 One East Washington Street, Suite 2400
20 Phoenix, Arizona 85004
21 Attorneys for New World Properties, Inc.

20 Garry D. Hays
21 The Law Offices of Garry D. Hays, PC
22 1702 East Highland Avenue, Suite 204
23 Phoenix, Arizona 85016
24 Attorneys for New World Properties, Inc.

23 Lawrence V. Robertson, Jr.
24 Post Office Box 1448
25 Tubac, Arizona 85646
26 Attorney for City of Maricopa, Arizona

25 Denis M. Fitzgibbons
26 Fitzgibbons Law Offices, PLC
27 1115 East Cottonwood Lane, Suite 150
28 Casa Grande, Arizona 85122
City Attorney for the City of Maricopa

Michele Van Quathem
Sheryl A. Sweeney
Ryley Carlock & Applewhite
One North Central Avenue, Suite 1200
Phoenix, Arizona 85004-4417
Attorneys for Maricopa Area
Homeowners Associations

Steven P. Tardiff
44840 West Paitilla Lane
Maricopa, Arizona 85139

Willow Valley Club Association
c/o Gary McDonald, Chairman
1240 Avalon Avenue
Havasu City, Arizona 86404

Dana L. Jennings
42842 West Morning Dove Lane
Maricopa, Arizona 85138

Andy and Marilyn Mausser
20828 North Madison Drive
Maricopa, Arizona 85138

Robert J. Metli, Esq.
Munger Chadwick, PLC
2398 East Camelback Road, Suite 240
Phoenix, Arizona 85016
Attorney for Sierra Negra Ranch LLC
And Sierra Negra Management LLC

Barry W. Becker
Bryan O'Reilly
SNR Management LLC
50 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89107

1 William P. Sullivan
2 Curtis, Goodwin, Sullivan, Udall &
3 Schwab, PLC
4 501 East Thomas Road
5 Phoenix, Arizona 85012-3205

6 Kaupa Christina

- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Company:
Valencia Water Company – Town Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Special provisions for non-potable water service.**
 - 3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.
 - 3.2 The following provisions apply to non-potable water service.
 - 3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.
 - 3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.
 - 3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.
 - 3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressure shall not apply because non-potable water is an unpressurized service.
 - 3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.
 - 3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.
 - 3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:
Valencia Water Company – Town Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or 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. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:
Valencia Water Company – Town Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Valencia Water Company – Town Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###

Company:
Global Water — Palo Verde Utilities Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For wastewater service, the Company adopts the Rules of the Arizona Corporation Commission for wastewater service (A.A.C. R14-2-601 to R14-2-610), as supplemented by this Tariff.
- 3.0 **Special provisions for recycled water service.**
 - 3.1 “Recycled water service” means the delivery of wastewater that has undergone secondary treatment, filtration, nitrogen removal treatment, and disinfection. The following provisions apply to recycled water service.
 - 3.1.1 Establishment of service. Establishment of recycled water service will be in accordance with A.A.C. R14-2-603.
 - 3.1.2 Customer information. The Company will provide the information to recycled water customers as required in R14-2-604.
 - 3.1.3 Main extensions. Main extensions for recycled service will be subject to the requirements of A.A.C. R14-2-606.
 - 3.1.4 Provision of Service. Recycled water service will be subject to the requirements of A.A.C. R14-2-607.
 - 3.1.5 Meter reading. Meter reading for recycled water service will be subject to the requirements of A.A.C. R14-2-408.
 - 3.1.6 Billing. Billing and collection for recycled water service will be subject to the requirements of A.A.C. R14-2-608.
 - 3.1.7 Termination of service. Termination of service for recycled water service will be subject to the requirements of A.A.C. R14-2-609.

Company:
Global Water — Palo Verde Utilities Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or irregular or defective or fails from causes beyond the Company's control or through

Company:
Global Water — Palo Verde Utilities Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Global Water — Palo Verde Utilities Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###

Company:
Water Utility of Northern Scottsdale, Inc..

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Special provisions for non-potable water service.**
 - 3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.
 - 3.2 The following provisions apply to non-potable water service.
 - 3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.
 - 3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.
 - 3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.
 - 3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressure shall not apply because non-potable water is an unpressurized service.
 - 3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.
 - 3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.
 - 3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:
Water Utility of Northern Scottsdale, Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or 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. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:
Water Utility of Northern Scottsdale, Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Water Utility of Northern Scottsdale, Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###

Company:
Water Utility of Greater Tonopah, Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Special provisions for non-potable water service.**
 - 3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.
 - 3.2 The following provisions apply to non-potable water service.
 - 3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.
 - 3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.
 - 3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.
 - 3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressure shall not apply because non-potable water is an unpressurized service.
 - 3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.
 - 3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.
 - 3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:
Water Utility of Greater Tonopah, Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or 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. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:
Water Utility of Greater Tonopah, Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Water Utility of Greater Tonopah, Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###

Company:
Valencia Water Company – Greater Buckeye Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Special provisions for non-potable water service.**
 - 3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.
 - 3.2 The following provisions apply to non-potable water service.
 - 3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.
 - 3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.
 - 3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.
 - 3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressure shall not apply because non-potable water is an unpressurized service.
 - 3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.
 - 3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.
 - 3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:
Valencia Water Company – Greater Buckeye Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or 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. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:
Valencia Water Company – Greater Buckeye Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Valencia Water Company – Greater Buckeye Division

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###

Company:
Global Water — Santa Cruz Water Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.

2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.

3.0 **Special provisions for non-potable water service.**

3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.

3.2 The following provisions apply to non-potable water service.

3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.

3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.

3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.

3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressur, shall not apply because non-potable water is an unpressurized service.

3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.

3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.

3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:
Global Water — Santa Cruz Water Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or 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. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:
Global Water — Santa Cruz Water Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Global Water — Santa Cruz Water Company

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###

Company:
Willow Valley Water Co., Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Special provisions for non-potable water service.**
 - 3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.
 - 3.2 The following provisions apply to non-potable water service.
 - 3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.
 - 3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.
 - 3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.
 - 3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressure shall not apply because non-potable water is an unpressurized service.
 - 3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.
 - 3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.
 - 3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:
Willow Valley Water Co., Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or 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. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:
Willow Valley Water Co., Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Willow Valley Water Co., Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###