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BEFORE THE ARIZONA CORPORATION COMMISSION  
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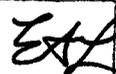
Arizona Corporation Commission

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

AZ CORP COMMISSION  
DOCKET CONTROL

DOCKETED

NOV 15 2013

DOCKETED BY 

IN THE MATTER OF THE FORMAL  
COMPLAINT OF SWING FIRST GOLF  
LLC AGAINST JOHNSON UTILITIES  
L.L.C.

DOCKET NO. WS-02987A-13-0053

NOTICE OF FILING EFFLUENT  
SERVICE TERMS AND CONDITIONS

Brownstein Hyatt Farber Schreck, LLP  
One East Washington Street, Suite 2400  
Phoenix, AZ 85004

In Decision 74036 issued August 16, 2013, the Arizona Corporation Commission (“Commission”) ordered that Johnson Utilities, LLC (“Johnson Utilities” or the “Company”) make a tariff filing for review by Utilities Division Staff and approval by the Commission concerning the Company’s provision of effluent service, including the terms and conditions of service.<sup>1</sup> Attached hereto as Attachment 1 is a proposed revision to the Johnson Utilities tariff which sets forth the terms and conditions of effluent service. Johnson Utilities wishes to place interested parties on notice that it believes that the current effluent rate is too low and that the Company will seek to increase the effluent rate in its next general rate case.

RESPECTFULLY submitted this 15<sup>th</sup> day of November, 2013.

BROWNSTEIN HYATT FARBER SCHRECK LLP

Jeffrey W. Crockett, Esq.  
One East Washington Street, Suite 2400  
Phoenix, Arizona 85004  
Attorneys for Johnson Utilities, L.L.C.

<sup>1</sup> Decision 74036 at 22, lines 1-3.

1 ORIGINAL and thirteen (13) copies of the  
2 foregoing filed this 15<sup>th</sup> day of November, 2013, with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 COPY of the foregoing hand-delivered  
8 this 15<sup>th</sup> day of September, 2013, to:

9 Yvette B. Kinsey, Administrative Law Judge  
10 Hearing Division  
11 ARIZONA CORPORATION COMMISSION  
12 1200 West Washington Street  
13 Phoenix, Arizona 85007

14 Janice Alward, Chief Counsel  
15 Legal Division  
16 ARIZONA CORPORATION COMMISSION  
17 1200 West Washington Street  
18 Phoenix, Arizona 85007

19 Steve Olea, Director  
20 Utilities Division  
21 ARIZONA CORPORATION COMMISSION  
22 1200 West Washington Street  
23 Phoenix, Arizona 85007

24 COPY of the foregoing sent via first class mail  
25 and e-mail this 15<sup>th</sup> day of November, 2013, to:

26 Craig A. Marks  
27 Craig A. Marks, PLC  
28 10645 N. Tatum Blvd., Suite 200-676  
Phoenix, Arizona 85028  
E-mail: [craig.marks@azbar.org](mailto:craig.marks@azbar.org)

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# **ATTACHMENT 1**

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PART THREE

STATEMENT OF RATES AND CHARGES – WASTEWATER DIVISION

C. Effluent.

1. Availability. Subject to the limitations below, treated wastewater (“Effluent”) is available to large turf and landscape irrigators for use on golf courses, ornamental lakes, school grounds, parks, common areas, rights-of-way and similar large open spaces within the Company’s certificated area. In addition, and subject to the limitations below, Effluent is available to land developers and their contractors and subcontractors for use on large construction projects which require significant amounts of excavation, grading, trenching or other large-scale construction activities. Notwithstanding anything in this tariff to the contrary, Effluent shall be made available to customers from time to time and in such quantities as the Company may determine in its sole and exclusive discretion, subject to the terms and conditions set forth herein. Effluent service to the customer is contingent upon the customer executing a Non-Potable Water Facilities Contribution Agreement and constructing the necessary transmission and holding facilities to take and utilize effluent.

2. Suitability. Effluent provided under this tariff is reclaimed sewage effluent and is not suitable for human consumption or bodily contact. Subject to the foregoing limitations, it is the customer’s responsibility to determine the initial and continuing suitability of Effluent furnished under this tariff for any intended uses. Effluent quality can vary from time to time and from WWTP to WWTP, and the customer agrees to accept any and all Effluent strictly on an “as-received” basis. Compliance with any and all requirements of the Arizona Department of Environmental Quality or other agency having jurisdiction over the use or quality of Effluent shall be the sole responsibility of the Customer. The Company will not be liable for, and the customer will hold harmless, indemnify and defend the Company from and against, any injuries, damages or claims arising from the customer’s receipt and use of Effluent.

3. Facilities and Demand; Interruption; Curtailment. When applying for Effluent service, the customer shall specify the maximum annual quantity of Effluent water that it intends to use under this tariff and pursuant to a signed Non-Potable Water Facilities Contribution Agreement. This quantity of water will be used to determine the facilities required to serve the

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Issued: November 15, 2013

Effective: August 16, 2013

ISSUED BY:

George H. Johnson, Managing Member  
Johnson Utilities Company  
5320 E. Shea Blvd.  
Scottsdale, AZ 85254

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customer and will be the customer's maximum demand for Effluent during any calendar year. The customer will contribute to the Company the funds required to install all facilities needed to deliver Effluent and such facilities will be owned by the Company. Deliveries of Effluent are subject to interruption, curtailment, and/or scheduling as necessary to match demands with available supplies, in the Company's sole and exclusive discretion.

4. Monthly Meter Charge. Each customer shall pay a Monthly Meter Charge based upon the size of the customer's meter, as follows:

<u>Meter Size</u>	<u>Monthly Water Usage Charge</u>
5/8" x 3/4" Meter	\$11.27
3/4" Meter	\$16.90
1" Meter	\$28.17
1-1/2" Meter	\$56.33
2" Meter	\$90.13
3" Meter	\$180.26
4" Meter	\$281.66
6" Meter	\$563.31
8" Meter	\$901.30
10" Meter	\$1,295.61

5. Effluent Commodity Charge.

- (a) Rate Per 1,000 gallons: \$0.68
- (b) Rater Per Acre-Foot: \$221.58

6. Additional Terms and Conditions. In addition to the terms and conditions set forth in this Section I(C), the terms and conditions set forth in Sections (I)(D), (I)(F), (I)(G) and II shall apply to Effluent service.

ISSUED BY:

George H. Johnson, Managing Member  
Johnson Utilities Company  
5320 E. Shea Blvd.  
Scottsdale, AZ 85254