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4 Attorneys for Tonto Basin Water Co., Inc.

5 **BEFORE THE ARIZONA CORPORATION COMMISSION**

6 IN THE MATTER OF THE APPLICATION
7 OF TONTO BASIN WATER CO., INC., AN
ARIZONA CORPORATION, FOR A
8 DETERMINATION OF THE FAIR VALUE
OF ITS UTILITY PLANTS AND
9 PROPERTY AND FOR INCREASES IN ITS
WATER RATES AND CHARGES FOR
10 UTILITY SERVICE BASED THEREON.

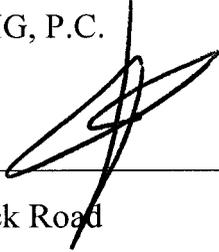
DOCKET NO: W-03515A-14-0310

NOTICE OF FILING

11 At Staff's request, Tonto Basin Water Co., Inc. hereby submits its proposed Terms
12 and Conditions of Service Tariff in the above-referenced matter. See **Exhibit A.**

13
14 RESPECTFULLY SUBMITTED this 9th day of December, 2014.

15 FENNEMORE CRAIG, P.C.

16
17 By: 

18 Jay L. Shapiro
2394 E. Camelback Road
Suite 600
19 Phoenix, Arizona 85016
20 Attorneys for Tonto Basin Water Co., Inc.

21 **ORIGINAL** and thirteen (13) copies
of the foregoing were filed
22 this 9th day of December, 2014, with:

23 Docket Control
Arizona Corporation Commission
24 1200 W. Washington Street
Phoenix, AZ 85007
25
26

Arizona Corporation Commission
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1 **COPY** of the foregoing was hand delivered
2 this 9th day of December, 2014, to:

3 Teena Jibilian, ALJ
4 Hearing Division
5 Arizona Corporation Commission
6 1200 W. Washington Street
7 Phoenix, AZ 85007

8 Brian E. Smith
9 Legal Division
10 Arizona Corporation Commission
11 1200 W. Washington Street
12 Phoenix, AZ 85007

13 Alfonso Amezcua
14 Utilities Division
15 1200 W. Washington St
16 Phoenix, AZ 85007

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By: 
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EXHIBIT

A

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.

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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.

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

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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.
- 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.

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