

ORIGINAL

First Sheet WW-1

HASSAYAMPA UTILITY COMPANY, INC.

In Opinion and Order No. 68922, dated August 29, 2006, in Docket No. SW 20422A-05-0659, the Arizona Corporation Commission approved the following initial wastewater rates and charges for Hassayampa Utility Company, Inc.

Monthly Wastewater Service

Residential & Commercial Service

5/8 x 3/4 inch	\$54.25
3/4 inch	54.25
One inch	135.00
1-1/2 inch	270.00
Two inch	430.00
Three inch	860.00
Four inch	1,350.00
Six inch	2,700.00

Effluent Sales

General Irrigation (Per Acre Foot)	\$400.00
General Irrigation (Per 1,000 gallons)	1.23

Other Rates and Charges

Establishment of Service – Regular Hours	\$30.00
Re-establishment of Service (Within 12 Months)	*
Reconnection (delinquent)	50.00
Customer Deposit	**
Deposit Interest	**
NSF Check Charge	25.00
Late Payment Charge	1.50%
(per month on unpaid balance)	
Deferred Payment Interest – Per Month	1.50%
Main Extensions/Additional Facilities	Cost
Revenue Taxes & Assessments	***

* Per A.A.C. R14-2-603(D)

** Per A.A.C. R14-2-603(B)

*** Per A.A.C. R14-2-608(D)

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DECISION #: <u>68922</u>

ORIGINAL**TARIFF SCHEDULE**UTILITY: Hassayampa Utility Company, LLCDECISION NO. 74364DOCKET NO.: W-01212A-12-0309 et al.EFFECTIVE DATE: Feb. 26, 2014**OFF-SITE FACILITIES HOOK-UP FEE (WASTEWATER)****I. Purpose and Applicability**

The purpose of the off-site facilities hook-up fees payable to Hassayampa Utility Company, LLC ("the Company") pursuant to this tariff is to equitably apportion the costs of constructing additional off-site facilities necessary to provide wastewater treatment plant facilities among all new service laterals. These charges are applicable to all new service laterals established after the effective date of this tariff undertaken via Collection Main Extension Agreements or requests for service not requiring a Collection Main Extension Agreement. The charges are one-time charges and are payable as a condition to Company's establishment of service, as more particularly provided below.

II. Definitions

Unless the context otherwise requires, the definitions set forth in R-14-2- 601 of the Arizona Corporation Commission's ("Commission") rules and regulations governing sewer utilities shall apply in interpreting this tariff schedule.

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

"Company" means Hassayampa Utility Company, LLC.

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

"Off-site Facilities" means the wastewater treatment plant, sludge disposal facilities, effluent disposal facilities and related appurtenances necessary for proper operation, including engineering and design costs. Off-site facilities may also include lift stations, transportation mains and related appurtenances necessary for proper operation if these facilities are not for the exclusive use of the Applicant and benefit the entire wastewater system.

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

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ORIGINAL**III. Off-Site Facilities Hook-up Fee**

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

OFF-SITE WASTEWATER HOOK-UP FEE TARIFF TABLE		
Service Lateral Size	Factor	Fee
4-inch	1	\$1,750.00
6-inch	2.25	\$3,937.50
8-inch	4	\$7,000.00
10-inch	6.25	\$10,937.50

IV. Terms and Conditions

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

(B) Use of Off-Site Facilities Hook-up Fee: Off-site facilities hook-up fees may only be used to pay for capital items of off-site facilities, or for repayment of loans obtained to fund the cost of installation of off-site facilities. Off-site hook-up fees shall not be used to cover repairs, maintenance, or operational costs. The Company shall record amounts collected under this tariff as Contributions in Aid of Construction ("CIAC"); however, such amounts shall not be deducted from rate base until such amounts have been expended for utility plant.

(C) Time of Payment:

(1) For those requiring a Collection Main Extension Agreement: In the event that the Applicant is required to enter into a Collection Main Extension Agreement, whereby Applicant agrees to advance the costs of on-site improvements or construct such improvements, payment of the fees required hereunder shall be made by the Applicant when payment is made for the on-site improvements or 30 days after the Collection Main Extension Agreement is executed, whichever is later.

(2) For those connecting to an existing main: In the event that the Applicant is not required to enter into a Collection Main Extension Agreement, the hook-up fee charges hereunder shall be due and payable at the time wastewater service is requested for the property.

(D) Off-Site Facilities Construction by Developer: Company and Applicant may agree to construction of off-site facilities necessary to serve a particular development by Applicant, which facilities are then conveyed to Company. In that event, Company shall credit the total cost of such off-site facilities as an offset to off-site hook-up fees due under this Tariff. If the total cost of the off-site facilities constructed by Applicant and conveyed to Company is less than the

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applicable off-site hook-up fees under this Tariff, Applicant shall pay the remaining amount of off-site hook-up fees owed hereunder. If the total cost of the off-site facilities contributed by Applicant and conveyed to Company is more than the applicable off-site hook-up fees under this Tariff, Applicant shall be refunded the difference upon acceptance of the off-site facilities by the Company.

(E) Failure to Pay Charges; Delinquent Payments: The Company will not be obligated to make an advance commitment to provide or to actually provide wastewater service to any Applicant in the event that the Applicant has not paid in full all charges hereunder. Under no circumstances will the Company connect service or otherwise allow service to be established if the entire amount of any payment due hereunder has not been paid.

(F) Large Subdivision and/or Development Projects: In the event that the Applicant is engaged in the development of a residential subdivision and/or development containing more than 150 lots, the Company may, in its discretion, agree to payment of off-site hook-up fees in installments. Such installments may be based on the residential subdivision and/or development's phasing, and should attempt to equitably apportion the payment of charges hereunder based on the Applicant's construction schedule and wastewater service requirements. In the alternative, the Applicant shall post an irrevocable letter of credit in favor of the Company in a commercially reasonable form, which may be drawn by the Company consistent with the actual or planned construction and hook-up schedule for the subdivision and/or development.

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

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

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

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

(K) Status Reporting Requirements to the Commission: The Company shall submit a calendar year Off-Site Facilities Hook-Up Fee status report each January 31st to Docket Control for the prior twelve (12) month period, beginning January 31, 2015, until the hook-up fee tariff is no longer in effect. This status report shall contain a list of all customers that have paid the hook-up

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fee tariff, the amount each has paid, the physical location/address of the property in respect of which such fee was paid, the amount of money spent from the account, the amount of interest earned on the funds within the tariff account, and a list of all facilities that have been installed with the tariff funds during the 12 month period.

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GLOBAL WATER AND WASTEWATER UTILITIES CODE OF AFFILIATE CONDUCT

I. PURPOSE.

The purpose of this Code of Affiliate Conduct (the "Code") is to govern the operational and financial activities and relationships existing between the Global regulated water and wastewater utilities and all of their affiliates and parent companies, to assure the confidential handling of customer information, and to ensure separation of the traditional roles of the regulated Global Utilities and non-regulated operations of Global. This Code is intended to implement Section 8.7 of the Settlement Agreement (attached hereto as Exhibit "A") approved in Decision No. 74364. This Code is not intended to supersede Global's obligations to comply with Commission rules, regulations or Orders.

II. DEFINITIONS.

"Global" means collectively the Global Utilities, Global Water Resources, Inc. ("GWRI" or "Global Parent"), Global Water, LLC ("GW"), and all of their affiliates.¹

"Global Utility" means each utility owned by GWRI in Arizona and subject to the jurisdiction of the Arizona Corporation Commission.

"Affiliate" with respect to the public utility, shall mean any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, the public utility. For purposes of this definition, the term "control" (including the correlative meanings of the term "controlled by" and "under common control with"), as used with respect to any entity, shall mean that power to direct the management policies of such entity, whether through ownership of voting securities, or by contract, or otherwise.

"Arm's Length Transaction" means the standard of conduct under which unrelated parties, each acting in its own best interest, would carry out a particular transaction.

"Commission" means the Arizona Corporation Commission ("ACC").

"Fully Allocated Cost" means the sum of direct costs plus an appropriate share of indirect costs.

"Infrastructure Coordination and Finance Agreement" means a voluntary contract between Global Parent, and a landowner. These contracts provide for Global Parent, to coordinate the planning, financing and construction of off-site water, wastewater and recycled water plant. The Global Utilities will own and operate this plant when construction is complete. Under the ICFAs, Global Parent is responsible for funding both the planning and construction of water, wastewater and recycled water plant.

¹ To the extent the names of any affiliates change or affiliates are added or deleted, Global shall update this Code of Conduct if necessary and the attached Global organizational chart (Exhibit "B").

"RUCO" means the Residential Utility Consumer Office.

"Staff" means the ACC Staff.

III. APPLICABILITY.

- A. This Code applies to each utility owned by GWRI in Arizona and subject to the jurisdiction of the ACC and its interactions with its Affiliates. This Code is binding on Global.
- B. All Global employees shall adhere to this Code.
- C. This Code was prepared pursuant to Decision No. 74364 and any changes require prior approval of the ACC.
- D. This Code is subject to review at any time by Staff and/or RUCO. Any changes to this Code requested by Staff, RUCO or Global which the three parties cannot agree with shall be brought to the Commission for resolution.

IV. AFFILIATE TRANSACTIONS.

A. Separation of Global Regulated and Non-Regulated Activities and Operations.

- 1. Global Utilities shall be separate corporate entities from the other Global entities.
- 2. Global will not enter into any new agreements, including ICFAs, or adopt any operational changes that result in the Global Parent directly assuming the responsibilities of or typically performed by a public service corporation. Such public service corporation responsibilities are to remain the direct responsibility of the Global Utilities only.
- 3. Each Global Utility shall keep separate books and records in accordance with the Uniform System of Accounts promulgated by the National Association of Regulatory Utility Commissioners ("NARUC").
- 4. Global Utilities shall keep accounting records that set forth appropriate cost allocations between Global Utilities and GWRI, GW and its affiliates which, upon request, shall be made available to the Commission in accordance with A.A.C. R14-2-804(A).

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B. Infrastructure Finance and Coordination Agreements ("ICFAs").**1. Prohibition on new ICFAs or ICFA type agreements.**

Global will not enter into any new ICFAs or any other ICFA type agreements. Global may enter into amendments to existing ICFAs from time to time, as long as the amendments do not increase the dollar amount of the ICFA funds to be paid to Global Parent or any of its affiliates. A list of ICFAs or ICFA type agreements is attached to the Settlement Agreement approved in Decision No. 74364.

2. ICFA Fees Received After December 31, 2013, Under Existing ICFAs.

Global shall follow the procedures set out in Section 6.4 of the Settlement Agreement related to ICFA Fees received after December 31, 2013, under existing ICFAs approved in Decision No. 74364.

3. ICFA Fees Received In Excess of the Applicable HUF.

In accordance with Section 6.4.3 of the Settlement Agreement approved in Decision No. 74364, the Global Parent portion (ICFA Fee minus HUFs) is to be used only in accordance with the terms of the applicable ICFA.

4. HUF and Other Utility Funds Received.

Each Global Utility, water and wastewater, will maintain a separate, segregated bank account for all funds received under the HUF tariff and file annual reports as outlined in the Global Utility's HUF tariffs. The HUF funds may only be used by the Global Utilities for the purposes specified in the HUF tariff.

5. Use of Line Extension and Main Extension Agreements.

The Global Utilities will continue to use main extension agreements in accordance with Commission rules. Any associated funds or infrastructure (or land associated with the infrastructure which is conveyed to Global) used to provide water or wastewater will be segregated to or owned by the Global Utilities.

6. Staff and RUCO Right to Monitor Compliance.

Staff and RUCO shall have the right to monitor Global's compliance with the Settlement Agreement approved in Decision No. 74364, and review all ICFA related transactions in future rate applications that Global files, and take appropriate steps, if necessary, to ensure the continued resolution of the issues regarding ICFAs as set forth in the Settlement Agreement.

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C. Access to Books and Records.

Global shall make all Global books and records available to the ACC Staff and RUCO at any time upon request, upon a reasonable notice, in Maricopa County, Arizona. The Global Utilities shall continue to maintain their business headquarters and fully operational field, billing and complaint offices in Arizona.

D. Cost Allocation Manual.

1. Each Global Utility that receives products and/or services from an affiliate or that provides products and/or services to an affiliate, shall maintain information documenting the methodologies to allocate different costs between the Global Utilities and their affiliates and regulated and non-regulated operations. However, direct assignment of costs should be the first consideration with only the costs which cannot be reasonably directly assigned being subject to indirect cost allocation considerations.
2. Global shall maintain and provide upon request:
 - a. An organization chart of the holding company, depicting all affiliates, as well as a description of activities in which the affiliates are involved.
 - b. A listing of job position descriptions with duties and responsibilities and whether the position works for both the regulated Global Utilities and their parent and affiliates.
 - c. A description of all assets, services and products provided to and from the Global Utilities and their affiliates.
 - d. All documentation including written agreements, accounting bulletins, internal procedures, work order manuals, or related documents which govern how costs are allocated between affiliates.
 - e. Any regulatory commission rules, regulations, or orders upon which the Global Utilities rely to support cost allocations and pricing between the Global Utilities and their affiliates.
 - f. Any generally accepted accounting principles, financial accounting statements or NARUC accounting requirements that the Global Utilities rely upon for their cost allocations and pricing between the Global Utilities and their affiliates.
3. Staff and RUCO may request a copy of Global's CAM at any time.

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E. Valuing the Transfers of Assets, Goods and Services.

1. All dealings between Global Utilities and former affiliates shall be Arm's Length Transactions.
2. GWRI, GW, and all Global affiliates shall charge the lower of fully allocated cost or market price whenever goods, products or services are sold or provided to a Global Utility.
3. Global Utilities shall charge the higher of fully allocated cost or market price whenever goods, products or services are sold or provided by a Global Utility to GWRI, GW or any affiliate.
4. GWRI, GW and all unregulated Global affiliates shall charge the lower of book or market price whenever assets are sold to a Global Utility.
5. Global Utilities shall charge the higher of book or market price whenever assets are sold by a Global Utility to GWRI, GW or any unregulated affiliate.
6. Global shall, on a continuing basis, retain the market price information used to determine the market price for goods or services purchased until the completion of any subsequent Global Utilities rate case involving GWRI, GW and all affected affiliates.
7. Any services provided by the Global Utilities that are subject to a filed tariff shall be provided at the rates and under the terms and conditions set forth in the tariff, unless an exception is permitted by the ACC.
8. For all purchases of goods or services from an affiliate or former affiliate, with an expected cumulative annualized value exceeding \$100,000, Global Utility(s) will solicit competitive bids from at least two non-affiliated entities. In awarding a contract to a bidder, Global Utility(s) will document the reasons for selecting the bidder, including, but not limited to the bid price, bidder's experience, and the expected time to provide the services. Global Utilities will retain copies of all bid documents, including the requests for proposal, responses, selection documentation, and the bid award.

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F. Condition Relative to Secured and Unsecured Debt.

1. The Global Utilities shall not pledge, mortgage, or use as collateral any fixed assets of the Global Utilities for the benefit of GWRI, GW or an unregulated affiliate.
2. The Global Utilities will not lend to or make guarantees for GWRI, GW, or an unregulated affiliated excepts as authorized by the ACC. Neither shall GWRI, GW, or an unregulated affiliate have any cross default provisions that affect the Global Utilities in any manner.
3. If Global or Global Utilities receive authorization from the ACC to issue secured debt backed by utility assets, such proceeds must be used for the stated utility purposes only; and when utility assets with a net book value exceeding \$100,000 are sold, and such assets are supported by related to, or secured by utility debt issuances, the debt must be retired or follow the asset.
4. If Global or Global Utilities receive authorization from the ACC to issue unsecured debt that is not backed secured by utility assets, and the proceeds from such unsecured debt are used in whole, or in part, for nonutility purposes, and if all or any part of the nonutility operations with a net investment value exceeding \$100,000 are sold, then a proportionate share of the debt must follow the nonutility operations.
5. The Global Utilities shall maintain banking, committed credit facilities and cash management arrangements which are combined with the similar cash management arrangements of GWRI, GW, and unregulated affiliates in order to achieve operation and cash management economic efficiencies. However in no instance is preferential treatment ever to be given to the financial, or cash flow, interests or demands of the non-Global Utility operations over the similar demand and interests of the Global Utilities.

GWRI may pay dividends to its shareholders as long as the level of such dividend payments is sustainable and does not compromise the ability of the Global Utilities to meet ongoing operating needs, nor comprise the continuous goal of improving the long-term financial health of the Global Utilities.

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V. ACCESS TO CUSTOMER INFORMATION.**A. Definition of Confidential Customer Information.**

“Confidential Customer Information” includes name, address, personal identification numbers (e.g., social security, driver’s license, etc.) billing information, payment history, account history, account number, meter reads, time of use information, survey results, and any other information specific to a customer of one or more Global Utilities. Confidential Customer Information does not include publicly available information or information that can be derived from publicly available information. Nor does Confidential Customer Information include consolidated or aggregate usage information as long as such aggregated information cannot be directly associated with or attributable to specific customers.

B. Prohibition Against Release of Confidential Customer Information.

The Global Utilities shall not release individually identifiable confidential customer information except as allowed for under this Code of Conduct and Commission rules, or upon affirmative consent of the customer in writing or electronically. Nothing herein shall prohibit Global Utilities from sharing Confidential Customer Information for a specific customer with that customer’s authorized representative.

C. Notice to Customers Required for Use of Confidential Customer Information by Affiliates, GWRI, GW or Third Parties.

If Global Utilities and their affiliates seek to use confidential customer information in any manner other than as necessary for the provision of utility service then Global Utilities shall send notice to customers in writing or electronically which includes the definition of confidential customer information, and explains that the customer’s consent is required before the Global Utilities and their affiliates or third parties may use, disclose or permit access to confidential customer information for a purpose which is not necessary for the provision of utility service. The notice shall list the entities that will receive the confidential customer information and the intended purpose or use of the information by the Affiliate, GMRI, GW or a third party. The customer involved must be informed how to approve or reject this request and Global Utilities must receive positive affirmation of the customer’s approval before such information is used or shared.

The notice will be provided to Commission Staff for review and approval before it is sent to customers.

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D. Exception for Affiliate Access to Confidential Customer Information for Activities Necessary In the Provision of Utility Service.

GWRI, GW, and other affiliates may access Confidential Customer Information for the following purposes in conjunction with the provision of utility service: (1) addressing customer complaints or inquiries; (2) responding to complaints or inquiries from the a governmental entity; (3) accounting or auditing purposes; (4) billing, including oversight of any third-party billing or customer service provider; or (5) leak detection, usage analysis, or other internal operational purposes necessary in the provision of utility service. The Global Utility will be required to execute a protective agreement with GWRI, GW and any other affiliates in receipt of confidential customer information pursuant to this provision in accordance with paragraph F below.

E. Third Party Access to Customer Information for Activities Necessary In the Provision of Utility Service.

GWRI or Global Utility may contract with a third party to provide call center, credit reporting companies, collections, customer service, billing and related services necessary for the provision of utility service. In such a case, Global Utility must execute a protective agreement in accordance with paragraph F below with the third party which requires the third party to keep all Confidential Customer Information received confidential.

F. Confidentiality Agreement Required.

The affected Global Utilities shall be required to execute a protective agreement with GWRI, GW, its affiliates or agents or independent contractors or third parties for any release of confidential customer information for the provision of utility service or where the customer has given his or her affirmative consent in writing or through electronic means.

G. Sharing of Customer On-Line Activity Obtained Through the Use of Software Cookies is Prohibited.

The sharing of data obtained through the use of software cookies by Global Utilities, GWRI, GM, or any affiliates to monitor ratepayer on-line activities is strictly prohibited.

H. Legal Access to Confidential Customer Information.

Global may provide access to Confidential Customer Information to comply with a legal requirement, including responding to a subpoena, court order, civil investigatory demand, regulatory agency order, or ACC data request.

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I. Verification of Affirmative Customer Consent.

Global Utility(s) shall retain sufficient information to demonstrate compliance with these provisions in the event a dispute arises concerning the release of individually identifiable confidential customer information.

J. Ongoing Applicability of This Section.

If the Commission adopts new rules governing the sharing of Confidential Customer Information by water utilities, those rules shall supersede this section in its entirety when the new rules become effective. Global shall update its Code of Conduct at that time to reflect the new rules adopted.

VI. AFFIDAVIT OF COMPLIANCE.

Global's Chief Executive Officer, President, or Chief Financial Officer shall be required to file with the Commission an affidavit of compliance annually which states that the provisions of this Code of Conduct have been met.

REVISIONS

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