# Tariff Schedule

**Utility:** Doney Park Water  
**Tariff Sheet No.:** 0  
**Replaces Sheet No.:** 0  
**Docket No.:** W-1416A-10-0450  
**Decision No.:** 72746  
**Telephone No.:** 928-526-1080  
**Effective:** January 20, 2012

## Index

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<td>10. Development Fee</td>
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<td>11. Individual Meters - Trailer Parks</td>
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## Tariff Schedule

**Utility:** Doney Park Water  
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## Index

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<td>22.</td>
<td>Customer High Water Use Notification – BMP 3.7</td>
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</table>
## TARIFF SCHEDULE

**UTILITY:** Doney Park Water  
**DOCKET NO.:** W-1416 A-10-0450  
**TELEPHONE NO.:** 928-526-1080  
**TARIFF SHEET NO.:** 0  
**REPLACES SHEET NO.:** 0  
**DECISION NO.:** 72746  
**EFFECTIVE:** February 1, 2012

### SERVICE CHARGES

**SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Description</th>
<th>Amount</th>
<th>Formula/Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establishment</td>
<td>$ 35.00</td>
<td>Re-establishment</td>
<td></td>
<td>Monthly minimum x No. of months off system</td>
</tr>
<tr>
<td>Reconnection (delinquent)</td>
<td>$ 35.00</td>
<td>(within 12 months)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Hours Service Charge</td>
<td>$ 35.00</td>
<td>NSF Check</td>
<td>$ 15.00</td>
<td></td>
</tr>
<tr>
<td>Meter Test</td>
<td>$ 35.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turn Off/ Turn On at customer request</td>
<td>$ 25.00 ea.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit (residential)</td>
<td></td>
<td>Deferred Payment</td>
<td>1.5% per month Of unpaid balance</td>
<td></td>
</tr>
<tr>
<td>Deposit (non-residential)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrant Meter Deposit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meter Vault Key Deposit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late Payment Penalty (per month)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Fee (per dwelling unit equivalent)</td>
<td>$ 2,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(a) Established one year Treasury Bill rate as published in Wall Street Journal annually as of January 1.
# TARIFF SCHEDULE

**UTILITY:** Doney Park Water  
**TARIFF SHEET NO.:** 0  
**REPLACES SHEET NO.:** 0  
**DOCKET NO.:** W-1416 A-10-0450  
**DECISION NO.:** 72746  
**TELEPHONE NO.:** 928-526-1080  
**EFFECTIVE:** February 1, 2012

## SERVICE CHARGES

**SUMMARY**

### SERVICE LINE AND METER INSTALLATION CHARGES

<table>
<thead>
<tr>
<th>METER SIZE</th>
<th>SERVICE CONNECTIONS</th>
<th>METER 1</th>
<th>TOTAL 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$445</td>
<td>$155</td>
<td>$600</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$445</td>
<td>$255</td>
<td>$700</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$495</td>
<td>$315</td>
<td>$810</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$550</td>
<td>$525</td>
<td>$1,075</td>
</tr>
<tr>
<td>2&quot; Turbo</td>
<td>$830</td>
<td>$1,045</td>
<td>$1,875</td>
</tr>
<tr>
<td>2&quot; Compound</td>
<td>$830</td>
<td>$1,890.00</td>
<td>$2,720</td>
</tr>
<tr>
<td>3&quot; Turbo</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>3&quot; Compound</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>4&quot; Turbo</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>4&quot; Compound</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>6&quot; Turbo</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>6&quot; Compound</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
</tbody>
</table>

1. Includes meter box or vault  
2. Costs for boring under highway or pavement cuts are additional, at actual cost.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 1

REPLACES SHEET NO. 1

DOCKET NO. W-1416 A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE January 20, 2012

GENERAL TERMS AND CONDITIONS

Water service provided by Doney Park Water ("Company") is provided pursuant to the Articles of Incorporation and Bylaws of Company, the terms and conditions governing water utilities as adopted by the Arizona Corporation Commission ("Commission"), in particular A.A.C. R14-2-401 through R14-2-411, as well as any other applicable law, regulation or order governing the provision of water service in the State of Arizona, unless modified by a specific tariff provision approved herein.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 2

REPLACES SHEET NO.

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 526-1080

EFFECTIVE January 20, 2012

No. 2 WATER DISTRICT BOUNDARY

See attached Map
# TARIFF SCHEDULE

**UTILITY:** Doney Park Water

**TARIFF SHEET NO.:** 3

**REPLACES SHEET NO.:** 3 & 4

**DOCKET NO.:** W-1416A-10-0450

**DECISION NO.:** 72746

**TELEPHONE NO.:** 928-526-1080

**EFFECTIVE:** February 1, 2012

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## No. 3  
**GENERAL SERVICE**  
(D-RATE)

This rate is applicable for water used for domestic water use within the service area established by the Arizona Corporation Commission and where no other specific tariff is on file.

<table>
<thead>
<tr>
<th>Minimum (No Gallons Included)</th>
<th>Commodity (per 1,000 gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4&quot;</td>
<td>$21.95</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$21.95</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$54.88</td>
</tr>
<tr>
<td>1 - 1/2&quot;</td>
<td>$109.75</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$175.60</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$351.20</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$548.75</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$1,097.50</td>
</tr>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>up to 4,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td></td>
<td>4,001 to 10,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>over 10,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>up to 4,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$5.70</td>
</tr>
<tr>
<td></td>
<td>4,001 to 10,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>over 10,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>1&quot;</td>
<td>up to 22,500 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>over 22,500 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>up to 45,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>Over 45,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>2&quot; Meters</td>
<td>up to 72,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>Over 72,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>3&quot; Meters</td>
<td>up to 144,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>Over 144,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>4&quot; Meters</td>
<td>1 to 225,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>Over 225,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>6&quot; Meters</td>
<td>up to 450,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$7.70</td>
</tr>
<tr>
<td></td>
<td>Over 450,000 gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
<tr>
<td>Standpipe (if available)</td>
<td>All gallons</td>
</tr>
<tr>
<td></td>
<td>$9.70</td>
</tr>
</tbody>
</table>

**Adjustments**  
Plus any special assessments, taxes or surcharges that are, or may be imposed by any governmental agency.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 4
REPLACES SHEET NO. 5 & 5a

DOCKET NO. W-1416A-10-0450
DECISION NO. 72746

TELEPHONE NO. 928-526-1080
EFFECTIVE February 1, 2012

No. 4

WHOLESALE SERVICE (W-RATE)

This rate is applicable to water provided to persons and/or entities who request water service to independent water distribution systems on a wholesale basis (e.g., the National Park Service at the Sunset Crater National Monument), but only to the extent there are waters supplemental to, and in excess of, the potable water supply necessary to serve Company's retail water customers, as determined by Company.

Monthly Minimum
(No Gallons Included)

2" meter $175.60

Commodity
(per 1,000 gallons)
up to 72,000 Gallons $7.70
Over 72,000 Gallons $9.70

NATURE OF SERVICE

This rate is available only so long as Company has waters supplemental to, and in excess of, the potable water supply necessary to service Company's retail customers. Company shall take such steps as are necessary to protect against adverse impacts on its retail customers;

Company may, by agreement, limit the days of the week and/or time of day water service will be available, as well as the rate of delivery and the total amount of water which will be provided under this tariff.

In the event customer fails to comply with any appropriate provisions of law or the agreement or, if, in the sole opinion of Company, water quality, water availability, force majeure (as that term is commonly understood), or acts or occurrences beyond the control of either party materially interfere with the present or prospective ability of Company to deliver water under this tariff, Company may interrupt, curtail, or halt said deliveries without prior notice to customer. The failure of Company to deliver water shall be excused so long as Company determines the conditions interfering with performance continue, or until the Arizona Corporation Commission orders otherwise.

Adjustments

Plus any special assessments, taxes or surcharges that are, or may be imposed by any governmental agency.
TARIFF SCHEDULE

UTILITY: Doney Park Water  TARIFF SHEET NO. 5

REPLACES SHEET NO. 6

DOCKET NO. W-1416A-10-0450 DECISION NO. 72746

TELEPHONE NO. 928-526-1080 EFFECTIVE February 1, 2012

No. 5  FIRE SPRINKLER SERVICE
      (F-Rate)

This rate applicable to unmetered water delivered through fire sprinklers.

MONTHLY CHARGE (RATE)

Fire Sprinkler Service  2% of the monthly minimum for a comparable sized
                       meter connection, but no less than $10.00 per month.

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. Company does not guarantee a specific water pressure or gallons-per-minute flow rate at any of the fire hydrants, stand pipes or sprinklers installed. In the event service is interrupted or irregular or defective or fails from causes beyond Company's control through ordinary negligence of its employees, servants or agents, Company will not be liable for any injuries or damages arising therefrom.

The customer shall make no claim against Company for any loss or damage resulting from services provided under this tariff except for Company's gross negligence.

Company will furnish, install, own and maintain all public fire stand pipes or fire hydrants, subject to any advance-in-aid-of-construction agreement, contribution-in-aid-of-construction agreement or maintenance agreement that may be required by Company.

Water shall not be used from fire stand pipes, fire hydrants or fire sprinklers for any purpose other than fire protection unless prior written consent is obtained from Company, and charges will be made therefore at the estimated quantity rates under Company's General Service Rate.

Adjustments

Plus any special assessments, taxes or surcharges that are or may be imposed by any governmental agency.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 6

DOCKET NO. W-1416A-10-0450

REPLACES SHEET NO. 7

TELEPHONE NO. 928-526-1080

DECISION NO. 72746

EFFECTIVE February 1, 2012

No. 6

STAND PIPE & FIRE HYDRANT SERVICE
(S-Rate)

This rate is applicable to:

1) metered water for residential purposes from Company stand pipes designated for the use of hauling water for residential use;

2) metered water for construction and non-residential purposes (e.g., testing of fire hydrants and practice fire-fighting exercises) from Company stand pipes and fire hydrants; and

3) unmetered water for emergency fire-fighting purposes.

RATE (per 1,000 gallons) $9.70 all gallons

Company will only supply water on a when-and-if available basis as determined by Company. Water will be supplied only during normal working hours except, where a coin operated stand pipe is available.

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. Company does not guarantee a specific water pressure or gallons-per-minute flow rate at any of the fire hydrants or stand pipes installed. In the event service is interrupted, or irregular, or defective, or fails from causes beyond Company’s control or through the ordinary negligence of its employees, servants or agents, Company will not be liable for any injuries or damages arising therefrom.

The customer shall make no claim against Company for any loss or damage resulting from services provided under this tariff, except for Company’s gross negligence.

This tariff does not require Company to install, to allow the installation of, or to pay for the installation of any public stand pipe or fire hydrant. The installation, repair and maintenance of public stand pipes and/or fire hydrants is subject to an advance-in-aid-of-construction agreement, a contribution-in-aid-of-construction agreement, and/or a maintenance agreement as may be required by Company. Company shall own any public stand pipe or fire hydrant connected to Company’s water system. No public stand pipe or fire hydrant shall be installed on the customer’s side of the meter without Company’s written permission, which permission may be withheld at Company’s discretion.

APPROVED FOR FILING

DECISION # 72746
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 6a

REPLACES SHEET NO. 7a

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE February 1, 2012

No. 6 (cont.)

STAND PIPE & FIRE HYDRANT SERVICE

(S-Rate)

Water shall not be used from fire stand pipes or fire hydrants for any purpose other than fire protection unless prior written consent is obtained from Company.

No unmetered service is permitted from Company stand pipes or fire hydrants, except (1) for emergency fire-fighting purposes by legally established public fire protection agencies having responsibility to provide general protection within Company’s service area or (2) with prior written consent of Company where Company has determined metering is not feasible.

Where unmetered service for emergency fire-fighting purposes is permitted by this tariff, Company shall be notified as soon as practical of the initiation of service. Company requires all non-emergency unmetered service to be scheduled in advance. When Company personnel are present at the time of use, they are authorized to regulate and estimate water use. When Company personnel are not present, the customer shall provide Company such information as Company may deem necessary to estimate the usage. Billings shall be based on Company’s estimates of usage. Unless otherwise agreed to by Company, such information shall be provided Company on the first business day following any such use.

Adjustments

Plus any special assessments, taxes or surcharges that are or may be imposed by any governmental agency.
# TARIFF SCHEDULE

**UTILITY:** Doney Park Water  
**TARIFF SHEET NO.:** 7  
**REPLACES SHEET NO.:** 8  
**DOCKET NO.:** W-1416A-10-0450  
**DECISION NO.:** 72746  
**TELEPHONE NO.:** 928-526-1080  
**EFFECTIVE:** February 1, 2012

<table>
<thead>
<tr>
<th>METER SIZE</th>
<th>SERVICE CONNECTIONS</th>
<th>METER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>$445</td>
<td>$155</td>
<td>$600</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$445</td>
<td>$255</td>
<td>$700</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$495</td>
<td>$315</td>
<td>$810</td>
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<td>1-1/2&quot;</td>
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<td>$525</td>
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<td>$830</td>
<td>$1,045</td>
<td>$1,875</td>
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<tr>
<td>2&quot; Compound</td>
<td>$830</td>
<td>$1,890</td>
<td>$2,720</td>
</tr>
<tr>
<td>3&quot; Turbo</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>3&quot; Compound</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>4&quot; Turbo</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>4&quot; Compound</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>6&quot; Turbo</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>6&quot; Compound</td>
<td>Cost</td>
<td>Cost</td>
<td>Cost</td>
</tr>
</tbody>
</table>

1. Includes meter box or vault  
2. Costs for boring under highway or pavement cuts are additional, at actual cost.

These charges are an advance-in-aid-of-construction and will be repaid by the water utility by an annual credit of one-tenth of the amount received by Company; said credit to be applied to the November bill until fully paid.

Company may, at its option, require the customer to enter into a contribution-in-aid-of-construction or advance-in-aid-of-construction agreement pursuant to A.A.C. R14-2-406 in lieu of this tariff.

**Adjustments:**

Plus any special assessments, taxes or surcharges that are or may be imposed by any governmental agency.

**APPROVED FOR FILING**  
**DECISION #:** 72746
No. 7 (cont.)  METER AND SERVICE CONNECTION CHARGES

METERS MOVED AT CUSTOMER’S REQUEST

Whenever a meter is moved at a customer’s request or becomes necessary due to actions of the customer (e.g., lot lines are changed), the customer shall be charged the cost incurred by Company in moving the meter. In the event a meter must be relocated to comply with the rules and regulations of the Arizona Corporation Commission (e.g., to place the meter on the customer’s property) and the person who created the situation requiring the meter to be relocated is no longer in compliance with Arizona Corporation Commission rules shall be charged the cost incurred by Company in moving the meter. Cost shall include the cost of any line extension, labor, materials, engineering, document preparation, overhead, plus all applicable taxes, surcharges or special assessments that are or may be imposed by any governmental agency.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 8

REPLACES SHEET NO. 9

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE February 1, 2012

No. 8 SERVICE CHARGES

a. Service Establishment

A non-refundable service establishment charge of $35.00 will be added to the customer's bill each time Company is requested to turn on water service to Company's delivery point (turn on) pursuant to A.A.C R14-2-403(D).

b. Service Reconnection

A non-refundable service reconnection charge of $35.00 must be paid by the customer prior to the re-establishment of water service each time the water is disconnected for non-payment or whenever the service is disconnected for failure otherwise to comply with Company's fixed rules, regulations or orders of the Commission and/or the laws of the State of Arizona.

c. Service Re-Establishment

A non-refundable service re-establishment charge equal to the monthly minimum charge for the number of months the customer is off the system, less commodity included in minimum charge, must be paid by the customer prior to the re-establishment of water service at the same location where the same customer, or a member of the customer's household, had ordered a service disconnection within the preceding twelve month period.

d. Temporary Turn Off/Turn On, at customer request

A non-refundable turn off/turn on charge of $25.00 shall be charged, when, at the customer’s request, Company makes a trip to turn off water service (e.g., a temporary turn off for any reason other than discontinuing service). An additional fee of $25.00 will be charge when, at the customer’s request, Company makes a separate trip to turn on water service and the turn off/turn on does not constitute an establishment, reestablishment or reconnection of service. At the time a customer requests a temporary turn off, Company shall notify the customer that both turn off and turn on of fees shall be waived if the customer installs a turn-off valve pursuant to A.C.C. R14-2-406 and provides documentation that a turn off valve, meeting utility standards, has been installed within 10 days of the temporary turn off by Company.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 8a

REPLACES SHEET NO. 9a

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE February 1, 2012

No. 8 (cont.)

e. After Hours Service Charge

A non-refundable after hours service charge of $35.00 shall be paid by the customer in addition to the normal service charge, if the customer requests the service be performed after Company's normal working hours, on a weekend or holiday.

f. Meter Test

Meters will be tested at the customer's request after Company has received a testing fee of $35.00, before the bill becomes delinquent. But if the meter is found to over register above three-percent (3%) at the correct volume, the testing fee will be refunded or credited on the customer's bill.

g. Insufficient Funds (Checks Returned)

A charge of $15.00 will be added to the customer's next bill if a check is returned from the bank for insufficient funds.

Additionally, Company may require the customer to make payments in cash, money order, certified check, or other means acceptable to Company. Tendering a check covered by insufficient funds does not relieve the customer of his/her obligation to make timely payment on the original billing, nor relieve the customer from any late payment penalty charge and/or termination of service by Company as provided for these tariffs.

h. Deferred Payment

If prior approval has been obtained from the General Manager of Company before a bill is delinquent, part of the bill may be deferred until a later date, but a deferred payment charge of 1.50% of the unpaid balance per month will be added to the bill.

i. Meter Re-Read

Meters will be re-read at the customer's request after Company has received a re-read fee of $15.00 before the bill becomes delinquent. But if the re-read indicates that the meter was over-read, the fee will be refunded or, at Company's option, credited on the customer's bill.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 8b

REPLACES SHEET NO. 9b

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE February 1, 2012

No. 8 (cont.)

SERVICE CHARGES

j. Late Payment Penalty

Bills are due and payable when rendered. Any payment not received within fifteen (15) days from the date the bill was rendered shall be considered delinquent. Any payment made more than twenty-five (25) days after the date the bill is rendered shall be subject to a late payment penalty of 1.5% of the unpaid balance each month.

k. Damage Charge

The actual cost of repair shall be added to the customer's bill, if damage is incurred to Company's meter locks, valves or seals dedicated to service customer. This charge is in addition to any other remedy available to Company at law or equity.

Adjustments

Plus any special assessments, taxes or surcharges that are, or may be imposed by any governmental agency.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 9

REPLACES SHEET NO. 10

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE February 1, 2012

No. 9  DEPOSITS

Customer Deposits

A separate deposit may be required for each meter installation.

Residential customer deposits shall be two times the average residential class bill as evidenced by the utility's most recent annual report filed with the Commission.

Nonresidential customer deposits shall be two and one-half times that customer's estimated average monthly bill.

The utility may review the customer’s usage after service has been connected and adjust the deposit amount based upon the customer’s actual usage.

Company shall refund residential deposits, with interest, within 30 days after:

a. 12 consecutive months of service without being delinquent in the payment of company bills; provided Company may require the deposit be reestablished if the customer is delinquent in the payment of bills 2 or more times within a 12 consecutive-month period; or

b. Upon discontinuance of service and after the customer has paid all outstanding amounts due Company.

Upon discontinuance, the deposit may be applied by Company toward settlement of customer’s bill.

Interest shall be computed on an annual basis at the one-year Treasury Bill rate as published in the Wall Street Journal, as determined annually as of January 1 of each year.
TARIFF SCHEDULE

UTILITY: Doney Park Water

Tariff Sheet No. 9a

Replaces Sheet No. N/A

Docket No. W-1416A-10-0450

Decision No. 72746

Telephone No. 928-526-1080

Effective February 1, 2012

No. 9 (cont.)

DEPOSITS

Equipment Deposits

Hydrant Meters: The Applicant for a Hydrant Meter must, at the time of request, pay Company a refundable equipment deposit of $1,500. Upon installation of the Hydrant Meter, Company will provide written certification to the Applicant that the Hydrant Meter is fully functional and ready to use. It is the Applicant’s responsibility to inform Company when the Hydrant Meter is to be removed. If the Applicant does not request removal of the Hydrant Meter, the Applicant forfeits the deposit. Upon Company’s removal of the Hydrant Meter at the Applicant’s request, the assembly will be inspected for any damage and the Applicant will be informed in writing of the cost of any repairs or, where deemed by Company non-repairable, replacement. Any repair or replacement costs will be deducted from the equipment deposit amount.

Meter Vault Key: A customer requesting a meter vault key must, at the time of request: a) specify how the meter vault key will be used and when it will be returned, b) agree not to tamper with Company property and c) pay a refundable equipment deposit of $20. If the meter vault key is not returned by the agreed upon return date, the Applicant forfeits the deposit. Upon return, the meter vault key will be inspected for any damage and the Applicant will be informed in writing of the cost of any repairs or, where deemed by Company non-repairable, replacement. Any repair or replacement costs will be deducted from the equipment deposit.

Interest on Equipment Deposits

Company will provide an equipment deposit receipt and note the deposit amount on the Applicant’s account. The equipment deposit will bear interest at the current customer deposit rate. The equipment deposit, unless forfeited, will be returned to the Applicant with any accrued interest, less any repair or replacement costs within 20 days of the return of the equipment.

APPROVED FOR FILING
DECISION # 72746
Each customer desiring water service from Company for a structure, lot or parcel shall, in addition to any other rate or charge, pay a development fee pursuant to this Tariff.

A $2,000 Development Fee shall be assessed for each dwelling unit consisting of at least a separate entry, toilet, shower and/or bath, a sleeping area and cooking area with a sink (e.g., trailer space, multi-family dwelling, apartments, condominium, guest quarters, mother-in-law quarters, etc.) located within the main structure or in a separate structure.

The Development Fee for structures not primarily intended for habitation (e.g., an office building, shopping center store, restaurant, etc.) shall be subject to an upward adjustment based upon the relationship the customer’s projected water usage has to the combined average system-wide water usage. For example, where projected water use is 18,000 gallons per month and average system is 6,000 gallons per month (18,000/6,000 or 3/1), the Development Fee would be $6,000.

The Development Fee shall be subject to the following provisions:

a. The Development Fee may be assessed only once per structure, lot or parcel; provided, however, if, after the Development Fee is paid, Company determines: (i) additional dwelling units are located on the lot or parcel for which the development fee has not been paid or (ii) the use for structures not primarily intended for habitation the use has increased such that the current use on the lot or parcel would have resulted in a higher Development Fee than what has previously been paid for the lot or parcel, Company shall re-compute the Development Fee and assess the current customer the portion of the Development Fee not previously paid.

b. Notwithstanding subparagraph (a), where a service is abandoned pursuant to Company’s Termination/Abandonment Tariff, Company shall collect the difference between the current Development Fee and any development fee previously collected by Company.

c. The Development Fee shall be placed in a separate account and Company shall account for all receipts and expenditure of development fees.

d. The Development Fee may only be used to pay for capital items of backbone plant and shall not be used for expenses, maintenance or other operation purposes.
No. 10 (cont.)

DEVELOPMENT FEE

e. The Development Fee shall be in addition to any costs associated with main extension agreements for on-site facilities.

f. The Development Fee may be used as collateral for and to repay loans for expansion and/or improvements of Company’s backbone plant.

g. Company may request, and ACC Staff may administratively permit, the Development Fee to be used for other emergency purposes on such terms and conditions as the Staff may deem appropriate, e.g., repayment within a specified period of time.

Backbone plant, as used herein, is defined as wells, storage tanks and pumping stations, along with the associated controls, piping, electrical line extensions, and appurtenances. Water transmission mains, which add to the water system’s overall capacity or reliability, which would not otherwise be recoverable pursuant to an advance-in-aid-of-construction agreement or line extension agreement, may also be included in backbone plant.

Adjustments

Plus any special assessments, taxes or surcharges that are or may be imposed by any governmental agency.
No. 11  INDIVIDUAL METERS - TRAILER PARKS

All trailer spaces at new trailer parks and additions to existing trailer parks shall be individually metered.
TERMINATION/ABANDONMENT PROCEDURE

The following has been duly adopted as the billing and termination procedures of Company:

Bills are due and payable when rendered. Any bill not paid within fifteen (15) days from the date rendered is delinquent and subject to termination.

Any bill which has not been paid within twenty-five (25) days from the date rendered is subject to the late-payment penalty authorized by Company's tariffs.

If a prior bill remains unpaid at the time of billing, a ten (10) day notice of intent to disconnect water service shall be included in the billing statement. Said notice shall notify the customer of 1) the amount owed, including late fees, current billing charges and any other applicable charges, 2) the date after which service may be terminated, and 3) a phone number or address where the customer may dispute the termination.

If payment is not made prior to the termination date, Company may, without further notice, terminate water service.

If a bill is not paid within ten (10) days after termination, Company may notify the customer in writing of its intent to completely remove the meter thirty (30) days from the date notice of removal is rendered and that such removal shall be deemed abandonment of the meter and withdrawal from membership in Company.

If the bill still remains unpaid, removal may be undertaken without further notice after the date set forth in the notice of removal. At such time, the customer will be deemed to have abandoned his service, to have withdrawn from membership in Company, and will be eligible for refund, after deducting the accrued unpaid balance on the account, of the meter and service connection fee and customer deposit held by Company on the customer's account.

Any service that has been voluntarily disconnected and remains inactive for a period of twelve consecutive months shall be deemed abandoned without further notice or action by Company.

The lot or parcel where a meter has been abandoned may only receive water service through reapplication and paying all applicable fees including, but not limited to, the applicable establishment fee, meter charge, service connection charge (provided the preexisting service connection is no longer usable), and current Development Fee. Any previously paid Development Fee shall be credited toward the current Development Fee.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 14

REPLACES SHEET NO. 15

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE January 20, 2012

No. 14

RELOCATION ASSESSMENT

A. Generally.

From time to time governmental entities are formed, or use existing powers, to make one or more public improvements, such as roads, in particular area(s) (an “Improvement Area”) and pay for such public improvements by assessing the landowners within the Improvement Area all or most of the cost of the improvement(s). In order to facilitate the improvement, Company may be asked, or required, to relocate its facilities. This Tariff is designed to encourage those governmental entities to include the cost of relocating utilities in their assessment for the improvement, and thereby have the benefitted landowners pay for the relocation of Company’s facilities. However, in instances where the governmental entity declines to pay for the relocation costs and recover them as part of its general assessment, this Tariff authorizes Company to collect the actual costs of relocating its facilities from those members residing within the Improvement Area. It is limited to those instances where a governmental entity has been created for the purpose of making public improvements to a particular area or an existing governmental entity has identified a specific area/landowners to be assessed with the costs of the improvement. This Tariff is designed to have the cost of relocating Company’s facilities in connection with the improvement to be included in and paid by members within the same designated area otherwise being assessed for the improvement(s) that have caused Company to incur relocation costs.

B. Procedure.

1. Within sixty (60) days of receiving written notice of the requirement to relocate facilities to accommodate a public improvement (the “Initial Notice), Company shall provide the noticing entity with a copy of this Tariff and request the following information:

   a. The name of the governmental entity and a contact name and address for the project with the governmental entity (if not already provided in the Initial Notice to Company);

   b. A timetable for the project (if not already provided in the Initial Notice to Company); and

   c. To state whether the public improvement is designed to benefit a particular Improvement Area (that is a specific area where the landowners therein will be assessed with all or a portion of the costs of the improvement) and, if so:
TARIFF SCHEDULE

UTILITY: Donev Park Water

REPLACE SHEET NO. 14a

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE January 20, 2012

No. 14 (cont.)

RELOCATION ASSESSMENT

(i) a legal description and map of the Improvement Area;
(ii) a map identifying all parcels within the Improvement Area;
(iii) a listing of all landowners, and their mailing address, within the Improvement Area; and
(iv) identification of those parcels/landowners who will be subject to assessment for the cost of improvement.

2. Within sixty (60) days of determining the identity of the governmental entity involved in making the public improvements (or the time responding under 1 above), whichever is later, Company shall provide a written request that the governmental entity pay the cost of relocating Company’s facilities and include such cost as part of the cost of making the public improvement to be otherwise assessed. This written request shall include a copy of this Tariff and indicate that if Company is required to relocate facilities at its own costs, it will make the Relocation Assessment allowed under this Tariff. (Note, where appropriate items 1 and 2 may be combined in a single notice).

3. Where the governmental entity agrees to pay the cost of relocation, the governmental entity’s agreement to pay the costs of relocation shall be reduced to writing and a copy thereof, along with other pertinent records, shall be kept by Company until Company files its next general rate application.

4. Within thirty (30) days of receiving an Approval to Construct from the Arizona Department of Environmental Quality, or its delegate, Company shall provide the governmental entity a cost estimate for performing the required relocation. If the governmental entity has not agreed to pay the cost of the relocation, Company shall include the estimated gross per acre Relocation Assessment it will impose unless the governmental entity agrees to pay the cost of relocation.

5. If the governmental entity has not agreed to pay the relocation costs, Company shall make reasonable efforts to provide written notice of this Tariff and the estimated gross per acre Relocation Assessment to the landowners within the Improvement Area and bill the landowner for their pro rata share of the Relocation Assessment as calculated below based upon the estimated costs. Company will be deemed to have made reasonable efforts to provide written notice if Company uses the list of landowners provided by the governmental entity or, if no list has been so provided, if Company uses the County Assessor records. Company may use County Assessor records purchased from third parties so long as the third party listing was updated within the last ten (10) months.
TARIFF SCHEDULE

UTILITY: Doney Park Water TARIFF SHEET NO. 14b

DOCKET NO. W-1416A-10-0450 REPLACES SHEET NO. 15b

TELEPHONE NO. 928-526-1080 DECISION NO. 72746

EFFECTIVE January 20, 2012

No. 14 (cont.) RELOCATION ASSESSMENT

6. Within sixty (60) days of completing relocation of Company’s facilities, Company shall record, in the office of the County Recorder, a document describing the Improvement Area, stating the gross per acre Relocation Assessment charge and that such charge has been and will be assessed pursuant to this Tariff (the “Recorded Notice”).

C. Computation of Relocation Assessment.

1. Company’s customers within the Improvement Area shall be responsible for paying the actual costs incurred by Company (including, without limitation, engineering, permitting, administration, materials and labor) to relocate Company’s facilities where such relocation is required by a governmental entity. Only the actual cost incurred by Company to relocate Company’s facilities will be included in the Relocation Assessment. The relocated facility shall meet applicable minimum design criteria mandated by the applicable government entities. The costs included are only those specifically related to the relocated facility. If the relocation project is to include oversizing of the facilities, appropriate details will be set forth in the specifications and cost estimates. Any such oversizing shall be done at Company’s expense and not included in the calculations of the Relocation Assessment.

2. Company shall divide the actual cost of relocating its facilities by the number of acres in the Improvement Area to determine the “gross per acre Relocation Assessment”. Each customer shall be responsible for its pro rata share of the Relocation Assessment determined by multiplying the gross per acre Relocation Assessment by the number of acres in the parcel seeking service.

3. A charge of ¼ of one percent per month shall accrue on the Relocation Assessment commencing the first day of the sixth month following the recording of the Recorded Notice with the County Recorder.

D. Time for Payment.

1. The Relocation Assessment shall be due and payable:

   a. For Existing Customers: Thirty (30) days after being billed as set forth in Paragraph B.5 above and, if applicable, in Paragraph D.1.c below; provided, however, where the assessment exceeds $1,000, the payment may be made in up to twelve (12) equal payments if the customer requests a payment agreement prior to the due date for the Relocation Assessment.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 14c

REPLACES SHEET NO. 15c

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE January 20, 2012

No. 14 (cont.) RELOCATION ASSESSMENT

b. For New Customers: Prior to the installation of the water meter.

e. Within thirty (30) days after the Recorded Notice is filed with the County Recorder, Company shall mail an adjusted bill to reflect the landowner/customer’s pro rata share of the total Relocation assessment to reflect the actual costs incurred by Company and any excess payment shall be refunded to the landowner/customer and any underpayment shall be billed to the landowner/customer.

2. In the event Company must institute collection actions, including but not limited to instituting a court action due to non-payment of the Relocation Assessment, Customer shall also pay Company’s reasonable costs and attorney’s fees incurred in collecting the unpaid Relocation Assessment.

E. Payments as Contributions.

The amounts collected by Company pursuant to this Tariff shall be treated as a contribution by Company. Company shall keep all pertinent records until its next general rate application.

F. Availability of Tariff and Contact for Further Information.

In addition to providing copies of this Tariff as specified above, a copy shall be provided to any customer, upon request. A customer is encouraged to contact Company at the number set forth above if they have any questions regarding the terms, conditions or applicability of the Tariff. If such questions are not satisfactorily resolved by Company, the customer can contact the Arizona Corporation Commission’s Consumer Services Section at 1-800-222-7000.

Adjustments

Plus any special assessments, taxes or surcharges that are or may be imposed by any governmental agency.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 15

REPLACES SHEET NO. 16

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE January 20, 2012

No. 15 CURTAILMENT PLAN FOR DONEY PARK WATER

Arizona Department of Environmental Quality Public Water System #03005

Doney Park Water ("Company") is authorized to curtail water service to all member/customers, within its certificated area under the terms and conditions listed in this tariff.

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

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

Company shall provide a copy of this tariff to any member/customer, upon request.

Stage 1 Exists When:

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

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

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

Stage 2 Exists When:

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

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

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

Notice Requirements: Under Stage 2, Company is required to notify member/customers by delivering written notice door to door at each service address, or by United States first class mail to the billing address or, at Company’s option, both. Such notice shall notify the member/customers of the general nature of the problem and the need to conserve water.

Stage 3 Exists When:

a. Company’s total water storage or well production has been less than 50 percent of capacity for at least 24 consecutive hours, and

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

Restrictions: Under Stage 3, Company shall request the member/customers to voluntarily employ water conservation measures to reduce daily consumption by approximately 50 percent. All outside watering should be eliminated, except livestock, and indoor water conservation techniques should be employed whenever possible. Standpipe service shall be suspended.

Notice Requirements:

1. Company is required to notify member/customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at Company’s option, both. Such notice shall notify the member/customers of the general nature of the problem and the need to conserve water.
No. 15 (cont.)

CURTAILMENT PLAN FOR DONKEY PARK WATER

2. Beginning with Stage 3, Company shall post at least five (5) signs showing the curtailment stage. Signs shall be posted at noticeable locations, such as well sites and at the entrance to major subdivisions served by Company.

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

Once Stage 3 has been reached, Company must begin to augment the supply of water by either hauling or through an emergency interconnect with an approved water supply in an attempt to maintain the curtailment at a level no higher than Stage 3 until a permanent solution has been implemented.

Stage 4 Exists When:

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

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

Restrictions: Under Stage 4, Company shall inform the member/customers of a mandatory restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in member/customer disconnection. The following uses of water shall be prohibited:

- Irrigation of outdoor lawns, trees, shrubs, or any plant life is prohibited
- Washing of any vehicle is prohibited
- The use of water for dust control or any outdoor cleaning uses is prohibited
- The use of drip or misting systems of any kind is prohibited
- The filling of any swimming pools, spas, fountains or ornamental ponds is prohibited
- The use of construction water is prohibited
- Restaurant patrons shall be served water only upon request
- Any other water intensive activity is prohibited
TARIFF SCHEDULE

UTILITY: Doney Park Water

No. 15 (cont.) CURTAILMENT PLAN FOR DONEY PARK WATER

Company’s operation of its standpipe service is prohibited. The addition of new service lines and meter installations is prohibited.

Notice Requirements:

1. Company is required to notify member/customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at Company’s option, both. Such notice shall notify the member/customers of the general nature of the problem and the need to conserve water.

2. Company shall post at least five (5) signs showing the curtailment stage. Signs shall be posted at noticeable locations, such as well sites and at the entrance to major subdivisions served by Company.

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

Member/customers who fail to comply with the above restrictions will be given a written notice to end all outdoor use. Failure to comply within two (2) working days of receipt of the notice will result in temporary loss of service until an agreement can be made to end unauthorized use of outdoor water. To restore service, the member/customer shall be required to pay all authorized reconnection fees. If a member/customer believes he/she has been disconnected in error, the member/customer may contact the Commission’s Consumer Services Section at 1-800-222-7000 to initiate an investigation.

Once Stage 4 has been reached, Company must augment the supply of water by hauling or through an emergency interconnect from an approved supply or must otherwise provide emergency drinking water for its member/customers until a permanent solution has been implemented.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 16

REPLACES SHEET NO. N/A

DOCKET NO. W-1416A-10-0450

DECISION NO.: 72746

TELEPHONE: 928-526-1080

EFFECTIVE DATE: January 20, 2012

No. 16 Local and/or Regional Messaging Program Tariff – BMP 1.1

PURPOSE

A program for Company to actively participate in a water conservation campaign with local or regional advertising.

REQUIREMENTS

The requirements of this tariff are adopted pursuant to Order of the Arizona Corporation Commission and were adapted from the Arizona Department of Water Resources’ Required Public Education Program and Best Management Practices in the Modified Non-Per Capita Conservation Program.

1. Company or designated representative shall actively participate in water conservation campaign with local and/or regional advertising.

2. The campaign shall promote ways for customers to save water.

3. Company shall facilitate the campaign through one or more of the following avenues (not an all-inclusive list):
   a. Websites
   b. Promotional materials
   c. Vehicle signs
   d. Bookmarks
   e. Magnets
   f. Newsletter

4. Company shall keep a record of the following information and make it available to the Commission upon request.
   a. A description of the messaging program implemented and program dates.
   b. The number of customers reached (or an estimate).
   c. Costs of Program implementation.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF NO. 17

REPLACES SHEET NO. N/A

DOCKET NO. W-1416A-10-0450

DECISION NO.: 72746

TELEPHONE: 928-526-1080

EFFECTIVE DATE: January 20, 2012

No. 17

Customer High Water Use Inquiry Resolution Tariff – BMP 3.6

PURPOSE

A program for Company to assist its customers with their high water-use inquiries and complaints.

REQUIREMENTS

The requirements of this tariff are adopted pursuant to Order of the Arizona Corporation Commission and were adapted from the Arizona Department of Water Resources’ Required Public Education Program and Best Management Practices in the Modified Non-Per Capita Conservation Program.

1. Company shall handle high water use inquiries as calls are received.

2. Calls shall be taken by a customer service representative who has been trained on typical causes of high water consumption as well as leak detection procedures that customers can perform themselves.

3. Upon request by the customer or when Company determines it is warranted, a trained Field Technician shall be sent to the customer’s residence to conduct a leak detection inspection and further assist the customer with water conservation measures.

4. Company shall follow up in some way on every customer inquiry or complaint and keep a record of inquiries and follow-up activities.
No. 18

Water System Tampering Tariff – BMP 5.2

PURPOSE

The purpose of this tariff is to promote the conservation of groundwater by enabling Company to bring an action for damages or to enjoin any activity against a person who tampers with the water system.

REQUIREMENTS:

The requirements of this tariff are adopted pursuant to Order of the Arizona Corporation Commission, supplement Arizona Administrative Code ("AAC") R14-2-410 and were adapted from the Arizona Department of Water Resources’ Required Public Education Program and Best Management Practices in the Modified Non-Per Capita Conservation Program.

1. In support of Company’s water conservation goals, Company, in addition to any other remedy it may otherwise have, may bring an action for damages and/or to enjoin any activity against a person who: (1) makes a connection or reconnection with property owned or used by Company to provide utility service without Company’s authorization or consent; (2) prevents a Company meter or other device used to determine the charge for utility services from accurately performing its measuring function; (3) tampers with property owned or used by Company; or (4) uses or receives Company’s services without the authorization or consent of Company and knows or has reason to know of the unlawful diversion, tampering or connection. If Company’s action is successful, Company may recover as damages three times the amount of actual damages.

2. Compliance with the provisions of this tariff will be a condition of service.

3. Company shall provide to all its customers, upon request, a complete copy of this tariff and AAC R14-2-410. The customers shall follow and abide by this tariff.

4. If a customer is connected to Company water system and Company discovers that the customer has taken any of the actions listed in No. 1 above, Company may terminate service per AAC R14-2-410.

5. If a customer believes he/she has been disconnected in error, the customer may contact the Commission’s Consumer Services Section at 1-800-222-7000 to initiate an investigation.
No. 19 Low Water Use Landscaping Requirements Tariff
for Model Homes in New Residential Developments – BMP 5.5

PURPOSE

A program for Company to reduce water use within its service area and/or increase water use efficiency by limiting or reducing water used for specific purposes.

REQUIREMENTS:

The requirements of this tariff are adopted pursuant to Order of the Arizona Corporation Commission, supplement Arizona Administrative Code (“AAC”) R14-2-403 and R14-2-410 and were adapted from the Arizona Department of Water Resources’ Required Public Education Program and Best Management Practices in the Modified Non-Per Capita Conservation Program.

1. Company shall provide to the customer/developer/builder distinct guidelines for landscape planning and design for model homes.

2. The following landscape restrictions will be required in order for a customer/developer/builder to receive water service to its model homes from Company on or after the effective date of this tariff:

Restrictions Applicable to All New Model Home Landscaping -

a. Model home landscaping will involve strategic planning and design. Landscaped areas will be divided into zones based on water requirements. Each model will have efficient irrigation systems, properly designed and maintained.

b. All models will be placed on a drip irrigation system with a timer for shrubs and trees to apply water directly to the roots where it is needed. Watering schedules will be adjusted each month to match seasonal weather conditions and landscape requirements.

c. All front yards shall be landscaped with xeriscape (low water use) materials. A list of low water use landscaping materials is available from Company upon request. No turf of any kind that requires watering shall be allowed in front yards.

d. Turf in back yards shall be limited to no more than fifty percent (50%) of the total backyard area.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 19a

REPLACES SHEET NO. N/A

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No. 19 (cont.) Low Water Use Landscaping Requirements Tariff for Model Homes in New Residential Developments – BMP 5.5

e. No model home shall be equipped with a swimming pool, jacuzzi, or other water-use intensive feature (e.g., fountain, fish pond, etc.).

f. Model home landscapes will require minimal but appropriate maintenance. Landscape maintenance may include pruning, removing trash that has blown into the landscape, occasional weeding and pest management, checking that the irrigation system is functioning properly, and adjusting automatic irrigation systems as the seasons change.

4. Subject to the provisions of this tariff, the installation of the landscape restrictions will be a condition of service.

5. Upon request, Company shall provide to customer/developer/builder a complete copy of this tariff and all attachments upon request for service. The customer/developer/builder shall follow and abide by these landscape restrictions.

6. If after a customer has been connected to Company water system, Company discovers that the customer has installed turf or water-use intensive features contrary to the above requirements, Company shall notify (in writing) the customer of such violation and provide the customer with the appropriate educational materials informing the customer of some possibilities of how to correct the problem. The customer shall be allowed thirty (30) days to come into compliance with the above requirements. If after thirty (30) days the customer is not in compliance with the above requirements, the customer’s service may be terminated per A. A. C. R14-2-410C, R14-2-410D and R14-2-410E.

7. If a customer believes he/she has been disconnected in error, the customer may contact the Commission’s Consumer Services Section at 1-800-222-7000 to initiate an investigation.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 20

REPLACES SHEET NO. N/A

DOCKET NO. W-1416A-10-0405

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No. 20

Meter Repair and/or Replacement Tariff – BMP 4.2

PURPOSE

A program for Company to systematically assess all in-service water meters (including Company production meters) in its water service area to identify under-registering meters for repair or replacement.

REQUIREMENTS

The requirements of this tariff are adopted pursuant to Order of the Arizona Corporation Commission and were adapted from the Arizona Department of Water Resources’ Required Public Education Program and Best Management Practices in the Modified Non-Per Capita Conservation Program.

1. On a systematic basis, Company will inspect 100 percent of its 1-inch and smaller in-service water meters at least once every ten years for one of the following reasons (whichever occurs first):
   a. A meter reading complaint is filed with Company by a customer or Arizona Corporation Commission Staff,
   b. A meter has registered 1,000,000 gallons of usage,
   c. A meter has been in service for ten years,

2. Meters larger than 1-inch shall be inspected for one of the following reasons:
   a. A meter reading complaint is filed with Company by a customer or Arizona Corporation Commission Staff,
   b. A meter has been in service for five years

3. The inspection will be accomplished by having the meter pulled and having a Company Technician physically inspect each meter and its fittings for leaks, registers which may have become loose or are not properly attached to the meter and could be under-registering or other broken parts which need repair. In addition, meters shall be randomly selected for flow testing to identify potentially under-registering meters.
4. Company shall also replace or reprogram any water meters that do not register in gallons. Upon the effective date of this tariff, Company shall install all replacement meters with new:
   a. 1-inch and smaller meters that register in 1 gallon increments,
   b. 1-1/2-inch through 4-inch meters that register in 10 gallon increments, and
   c. 6-inch and larger meters that register in 100 gallon increments.

5. Company shall keep records of all inspected and replacement meters and make this information available to the Commission upon request.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 21

REPLACES SHEET NO. N/A

DOCKET NO. W-1416A-10-0450

DECISION NO.: 72746

TELEPHONE: 928-526-1080

EFFECTIVE DATE: January 20, 2012

No. 21

Leak Detection Program Tariff - BMP 4.1

PURPOSE

A program for Company to systematically evaluate its water distribution system to identify and repair leaks.

REQUIREMENTS

The requirements of this tariff are adopted pursuant to Order of the Arizona Corporation Commission and were adapted from the Arizona Department of Water Resources' Required Public Education Program and Best Management Practices in the Modified Non-Per Capita Conservation Program.

1. Company shall implement a comprehensive leak detection and repair program to attain and maintain a less than 10 percent unaccounted for water loss in its system(s). The program must include auditing procedures, in-field leak detection and repair efforts. Company shall take whatever steps are necessary to ensure that its water system is operating at optimal efficiency.

2. On a systematic basis, at least every two years (annually for smaller systems), Company shall inspect its water distribution system (to include hydrants, valves, tanks, pumps, etc. in the distribution system) to identify and repair leaks. Detection shall be followed by repair or in some cases replacement. Repair vs. replacement will depend upon site-specific leakage rates and costs.

3. Leak Detection efforts should focus on the portion of the distribution system with the greatest expected problems, including:
   a. areas with a history of excessive leak and break rates;
   b. areas where leaks and breaks can result in the heaviest property damage;
   c. areas where system pressure is high;
   d. areas exposed to stray current and traffic vibration;
   e. areas near stream crossings; and,
   f. areas where loads on pipe may exceed design loads.

APPROVED FOR FILING

DECISION # 72746
No. 21 (cont.) Leak Detection Program Tariff – BMP 4.1

4. Company shall keep accurate and detailed records concerning its leak detection and repair/rehabilitation program and the associated costs. Records of repairs shall include: possible causes of the leak; estimated amount of water lost; and date of repair. These records shall be made available to the Commission upon request.

5. Company shall maintain a complete set of updated distribution system maps.

6. Company shall ensure that properly functioning (accurate) and appropriately sized meters are installed on all service and source connections. All meters shall be inspected pursuant to Company’s Meter Repair and/or Replacement Tariff.

7. Company shall conduct a water audit annually which includes the following steps to determine how efficient each water system is operating and where the losses might be.
   a. Use coordinated monthly source and service meter readings to calculate how much water enters and leaves the system during the 12 month review period.
   b. Track and estimate any unmetered authorized uses.
   c. Calculate the total amount of leakage using the following formula:

      \[
      \text{Unaccounted for water (\%) } = \left(\frac{\text{Production and/or purchased water minus metered use \& estimated authorized un-metered use}}{\text{Production and/or purchased water}}\right) \times 100
      \]

    d. Authorized un-metered uses may include firefighting, main flushing, process water for water treatment plants, etc. Water losses include all water that is not identified as authorized metered water use or authorized un-metered use.
    e. Determine possible reasons for leakage, including physical leaks and unauthorized uses.
    f. Analyze results to determine the improvements needed, such as, better accounting practices, leak survey or replacing old distribution pipes.

8. Company shall keep accurate and detailed records concerning its annual water audit results. These records shall be made available to the Commission upon request.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 22

REPLACES SHEET NO. N/A

DOCKET NO. W-1416A-10-0450

DECISION NO.: 72746

TELEPHONE: 928-526-1080

EFFECTIVE DATE: January 20, 2012

No. 22

Customer High Water Use Notification Tariff – BMP 3.7

PURPOSE

A program for Company to monitor and notify customers when water use seems to be abnormally high and provide information that could benefit those customers and promote water conservation.

REQUIREMENTS

The requirements of this tariff are adopted pursuant to Order of the Arizona Corporation Commission and were adapted from the Arizona Department of Water Resources’ Required Public Education Program and Best Management Practices in the Modified Non-Per Capita Conservation Program.

1. Company shall track water usage for each customer and notify the customer if water use seems excessive for that particular billing for that time of the year.
2. Company shall identify customers with high consumption and investigate each instance to determine the possible cause.
3. Company shall contact the high water use customers via telephone, email, by mail or in person. Company shall contact the customer as soon as practical in order to minimize the possible loss of water. The customer will not be required to do anything to receive this notification.
4. In the notification Company shall explain some of the most common water usage problems and common solutions and points of contact for dealing with the issues.
5. In the notification, the customer will be reminded of at least the following water-saving precautions:
   a. Check for leaks, running toilets, or valves or flappers that need to be replaced.
   b. Check landscape watering system valves periodically for leaks and keep sprinkler heads in good shape.
   c. Adjust sprinklers so only the vegetation is watered and not the house, sidewalk, or street, etc.
   d. Continue water conservation efforts with any pools such as installing covers on pools and spas and checking for leaks around pumps.
6. In the notification, the customer will also be reminded of at least the following ordinary life events that can cause a spike in water usage:
   a. More people in the home than usual taking baths and showers.
   b. Doing more loads of laundry than usual.
   c. Doing a landscape project or starting a new lawn.
   d. Washing vehicles more often than usual.

7. Company shall provide water conservation information that could benefit the customer, such as, but not limited to, audit programs, publications, and rebate programs.

8. Company shall assist the customer in a self-water audit and assist the customer in determining what might be causing the high water usage as well as supply customer with information regarding water conservation and landscape watering guidelines. As part of the water audit Company shall confirm the accuracy of the customer meter if requested to do so by the customer (applicable meter testing fees shall apply).

9. The type of notification, the timing of the notification (i.e., how long after high water use was discovered by Company), and the criteria used for determining which customers are notified shall be recorded and made available to the Commission upon request.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 12

DOCKET NO. W-1416A-10-0450

REPLACES SHEET NO. 13

TELEPHONE NO. 928-526-1080

DECISION NO. 72746

EFFECTIVE January 20, 2012

No. 12 CROSS-CONNECTION CONTROL

PURPOSE:

To protect the public water supply throughout Company's water systems from the possibility of contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code ("A.A.C.") R14-2-405.B.6 and A.A.C. R18-4-215.

INSPECTIONS:

The member/customer shall cooperate fully with Company in its efforts to investigate and determine the degree of potential health hazard to the public water supply which may result from conditions existing on the member/customer's premises.

REQUIREMENTS:

In compliance with the Rules and Regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-215 relating to backflow prevention:

1. Company may require a member/customer to pay for and install, maintain, test and repair a backflow-prevention assembly if A.A.C. R18-4-215.B or C applies.

2. A backflow-prevention assembly required to be installed by the member/customer under this Tariff shall comply with the requirements set forth in A.A.C. R18-4-215.D and E.

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

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

APPROVED FOR FILING

DECISION # 72746
TARIFF SCHEDULE

UTILITY: Doney Park Water TARIFF SHEET NO. 12a

DOCKET NO. W-1416A-10-0450 REPLACES SHEET NO. 13b

TELEPHONE NO. 928-526-1080 DECISION NO. 72746

EFFECTIVE January 20, 2012

No. 12 (cont.) CROSS-CONNECTION CONTROL

5. Testing shall be in conformance with the requirements of A.A.C. R18-4-215.F. Company shall not require an unreasonable number of tests, although each backflow-prevention device must be tested at least once per year. The member/customer shall pay to have the backflow-prevention assembly tested as long as Company does not require an unreasonable number of tests. Member/customer may request and Company may secure testing for the member/customer in accordance with Section 8.b. of this Tariff.

6. If the backflow-prevention assembly is installed and/or tested by someone other than Company, the member/customer shall provide Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:

   a. assembly identification number and description;
   b. location;
   c. date(s) of test(s);
   d. description of repairs and recommendation for repairs made by tester; and
   e. tester’s name and certificate number.

If Company installs and/or tests the backflow-prevention assembly, Company shall be responsible for providing the necessary records related to Company supplied action.

Customers shall annually provide Company an inspection checklist and affidavit relating to the customer’s plumbing and potential backflow hazards.

DISCONTINUANCE OF SERVICE:

7. In accordance with A.A.C. R14-2-407 and 410 and provisions of this Tariff, Company may terminate service or deny service to a member/customer who fails to install and/or test a backflow-prevention assembly as required by this Tariff.

   a. In the event the backflow-prevention assembly has not been installed, does not function properly or fails any test and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, Company may terminate service immediately and without notice. The backflow-prevention assembly shall be installed, repaired or replaced by the member/customer and retested before service is restored.
TARIFF SCHEDULE

UTILITY: Doney Park Water

TARIFF SHEET NO. 12b

REPLACES SHEET NO. 13c

DOCKET NO. W-1416A-10-0450

DECISION NO. 72746

TELEPHONE NO. 928-526-1080

EFFECTIVE January 20, 2012

No. 12 (cont.)

CROSS-CONNECTION CONTROL

b. In the event the backflow-prevention assembly has not been installed, does not function properly, fails any test or in the event that a member/customer fails to comply with testing requirements and A.A.C. R14-2-410.B.1.a. is not applicable, the backflow-prevention assembly shall be installed, repaired or replaced by the member/customer and retested within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.

c. The failure of the member/customer to annually provide Company with the information required by Section 6 of this Tariff indicating that the backflow-prevention assembly is functioning properly shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.

COMPANY SUPPLIED BACKFLOW ASSEMBLIES AND TESTING

8. Company as a convenience to its member/customers may, in accordance with this Tariff and on a non-discriminatory basis, offer to:

a. Provide and install, at Company’s cost, double check backflow-prevention assemblies at properties that have, or are zoned to permit, horses and other livestock. Company may set a maximum number of backflow-prevention devices Company will supply during a year and minimum criteria that must be met to qualify for a Company supplied backflow-prevention assemblies. Installation of Company supplied backflow-prevention assemblies by Company shall be subject to the availability of Company staff, as determined by Company. Member/customers shall make a written request for Company provided backflow-prevention assemblies on a form provided by Company.
b. Secure the testing of backflow-prevention assemblies on the member/customer’s behalf and to include the cost thereof on member/customer’s water bill. If Company elects to secure testing on the member/customer’s behalf, a cutoff date shall be set when the customer/member files with Company a written request for a Company secured test. Failure of Company to receive a written request from the member/customer on or before the date set by Company, shall be deemed a rejection of the offer by the member/customer. If the member/customer does not accept the offer, the member/customer must have the backflow-prevention device tested on their own and comply with sections 5 and 6 of this Tariff or their water service will be subject to termination in accordance with section 7 of this Tariff.

9. If the member/customer has requested Company provide, install and/or test a backflow-prevention assembly in accordance with this Tariff:

a. The member/customer shall provide safe and clear access to the backflow-prevention assembly location for installation and/or testing by Company. If the technician cannot access the backflow-prevention device for installation and/or testing, the member/customer will be required to have the device installed and/or tested on his or her own. The member/customer will still be required to pay for the test that was attempted by Company.

b. The member/customer shall not be relieved of their obligation to install, test, maintain and repair a backflow-prevention assembly, except that: i) any backflow-prevention assembly installed by Company shall be deemed to meet the requirements of A.A.C. R18-4-215.D and E and to be functioning at the time of installation and ii) any test conducted by Company and paid for by the member/customer shall be deemed to comply with the requirements of A.A.C. R18-4-215.F.

c. Failure to provide safe and clear access for installation or testing or to pay for a Company secured test shall be deemed a failure to install or test a required backflow-prevention assembly and be grounds for termination of water utility service in accordance with section 7 of this Tariff.