

Applies to all service areas  
**STATEMENT OF CHARGES**

**I. RATES**

In Decision No. 75162, dated July 15, 2015, the Commission approved the following rates and charges effective for all service provided on and after July 15, 2015:

**A. Monthly Usage Charges**

<u>Meter Size</u>	<u>Minimum Charge</u>
5/8" x 3/4" Meter	\$ 26.00
3/4" Meter	30.00
1" Meter	34.50
1 1/2" Meter	51.50
2" Meter	90.50
3" Meter	129.50
4" Meter	207.50
6" Meter	00.00

Issued: July 16, 2015

ISSUED BY:

Effective: July 15, 2015

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
(720) 949-1384

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**B. Commodity Rates (per 1,000 gallons)**

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
5/8" x 3/4" & 3/4" Meter – Residential	From 1 to 3,000 Gallons	\$2.22
	From 3,001 to 9,000 Gallons	3.56
	Over 9,000 Gallons	5.31
5/8" x 3/4" & 3/4" Meter – Commercial & Industrial	From 1 to 9,000 Gallons	3.56
	Over 9,000 Gallons	5.31
1" Meter – Residential, Commercial & Industrial	From 1 to 11,000 Gallons	3.56
	Over 11,000 Gallons	5.31
1 1/2" Meter – Residential, Commercial & Industrial	From 1 to 20,000 Gallons	3.56
	Over 20,000 Gallons	5.31
2" Meter – Residential, Commercial & Industrial	From 1 to 43,000 Gallons	3.56
	Over 43,000 Gallons	5.31
3" Meter – Residential, Commercial & Industrial	From 1 to 66,000 Gallons	3.56
	Over 66,000 Gallons	5.31
4" Meter – Residential, Commercial & Industrial	From 1 to 113,000 Gallons	3.56
	Over 113,000 Gallons	5.31
6" Meter – Residential, Commercial & Industrial	From 1 to 500,000 Gallons	3.56
	Over 500,000 Gallons	5.31

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**C. Service Line and Meter Installation Charges**

(Refundable pursuant to A.A.C. R14-2-405)

<u>Service Size</u>	<u>Service Line</u>	<u>Meter</u>	<u>Total Charges</u>
5/8" x 3/4" Meter	\$ 415.00	\$ 105.00	\$ 520.00
3/4" Meter	415.00	205.00	620.00
1" Meter	465.00	265.00	730.00
1 1/2" Meter	520.00	475.00	995.00
2" Meter	800.00	995.00	1,795.00
3" Meter	1,015.00	1,620.00	2,635.00
4" Meter	1,430.00	2,570.00	4,000.00
6" Meter	2,150.00	4,925.00	7,075.00

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**D. Service Charges**

<u>Service</u>	<u>Charge</u>
Establishment	\$25.00
Reconnection (Delinquent)	20.00
After Hours Service Charge (a)	35.00
Meter Test (if correct)	25.00
Meter Re-Read (if correct)	25.00
Deposit	*
Deposit Interest (per year)	*
Re-establishment (within 12 months)	**
NSF Check	\$17.50
Deferred Payment (per month)	1.50%
Late Payment Penalty (per month)	1.50%
Moving Customer Meter (customer request)	***

a After-Hours Service: After regular working hours, on Saturdays, Sundays or holidays if at the customer's request.

\* Per Commission Rule A.A.C. R14-2-403(B)(7).

\*\* Number of months off system times the monthly minimum per Commission Rule A.A.C. R14-2-403(D).

\*\*\* Per Commission Rule A.A.C. R14-2-405.

In addition to the collection of regular rates, the utility will collect from its customers a proportionate share of any privilege, sales, use, and franchise tax, per Commission Rule A.A.C. 14-2-409D(5).

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**TERMS AND CONDITIONS OF SERVICE TARIFF**

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
  
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
  
- 3.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the Customer will be responsible for updating the Company with any changes to this email address. Failure to do so will not excuse the Customer from timely paying the Company for utility service.
  
- 4.0 **Liability.**
  - 4.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or irregular or defective or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom. Ratepayers shall not be required to reimburse through rates, damages from

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DECISION # 75162

the acts or omissions of the Company, its principals, agents or employees.

- 4.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 4.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 4.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 4.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.
- 4.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 4.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

**ORIGINAL****CROSS-CONNECTION OR BACKFLOW TARIFF****PURPOSE:**

The purpose of this tariff is to protect Tonto Basin Water Co., Inc. ("Company") water from the possibility of contamination caused by the backflow of contaminants that may be present on the customer's premises 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.

**REQUIREMENTS:**

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

1. The Company may require a customer to pay for and to have installed 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 customer under Paragraph 1 of 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 Paragraphs 1 and 7 of this tariff, the Company may terminate service or may deny service to a customer who fails to install a backflow-prevention assembly as required by this tariff
4. The Company shall give any existing customer who is required to install a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is **not** applicable, the customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the customer can show good cause as to why he cannot install the backflow-prevention assembly within thirty (30) days, the Company or Commission Staff may suspend this requirement for a reasonable period of time.

Issued:

ISSUED BY:

Jason Williamson, President  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, CO 80230

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**ORIGINAL**

5. Testing shall be in conformance with the requirements of A.A.C. R1 8-4- 215.F. The Company may require the customer to pay to have the backflow-prevention assembly tested as long as the Company does not require an unreasonable number of tests.
  
6. The customer shall provide the 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 recommendations for repairs made by tester; and
  - e. the tester's name and certificate number.
  
7. In the event the backflow-prevention assembly 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, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be repaired or replaced by the customer and retested.
  
8. In the event the backflow-prevention assembly does not function properly or fails any test, or in the event that a customer fails to comply with the testing requirement, and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be repaired or replaced 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 service in accordance with A.A.C. R14-2-410.

Issued:

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Effective:

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TARIFF SCHEDULE

ORIGINAL

Utility: Tonto Basin Water Company, Inc.  
Docket No.: W-03515A-04-0907  
Phone No.: 1-800-270-6084

Tariff Sheet No.: 1 of 6  
Decision No.: 67820  
Effective: 5-5-05

CURTAILMENT PLAN FOR TONTO BASIN WATER COMPANY, INC.

ADEQ Public Water Systems: Lake Roosevelt Gardens East (#04-022), Roosevelt Lake Estates (#04-036), Lake Roosevelt Gardens West (#04-047), North Bay (#04-049) and Cactus Forest (#11-052)

APPLICABILITY

Tonto Basin Water Company, Inc. ("Company") is authorized by the Arizona Corporation Commission to curtail water service to all customers within its certificated area under the terms and conditions listed in this tariff. As needed, this tariff will be implemented by the Company on a system-by-system basis, or on a company-wide basis, as circumstances warrant.

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

The Company shall notify its 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 the tariff.

The Company shall provide a copy of the curtailment tariff to any customer, upon request.

STAGES

**Stage 1 Exists When:**

Company's water storage level or well production is at least 80% of total capacity and there are no known problems with its water production or storage facilities.

Restrictions: Under Stage 1, the public water system is deemed to be operating normally and no curtailment is necessary.

Notice: Under Stage 1, no notice is necessary.

**Stage 2 Exists When:**

Company's water storage or well production is less than 80% but at least 70% of capacity for at least (48) consecutive hours.

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AZ Corporation Commission  
Director of Public Affairs

## TARIFF SCHEDULE

ORIGINAL

Utility: Tonto Basin Water Company, Inc.  
Docket No.: W-03515A-04-0907  
Phone No.: 1-800-270-6084

Tariff Sheet No.: 2 of 6

Decision No.: 67820Effective: 5-5-05

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

Restrictions: Under Stage 2, voluntary conservation measures should be employed by customers to reduce water consumption by ten percent (10%). Outside watering on weekends and holidays should be curtailed. Outside vegetation watering may occur during weekday periods on even days of the month for even numbered lots, and odd numbered days of the month for odd numbered lots.

Notice: Under Stage 2, the Company is required to notify customers by delivering written notice door to door at each service address, or by changing local sign postings, or via electronic mail, or by any other reasonable means of notifying customers in the affected water system(s) of the imposition of the Curtailment Tariff, the Curtailment Stage, the general nature of the problem and the need to conserve water.

**Stage 3 Exists When:**

Company's water storage level or well production is less than 70% but at least 60% of capacity for at least twenty-four (24) consecutive hours.

Company has identified issues such as a steadily declining water table increased draw down threatening pump operations, and/or poor water production, creating a reasonable belief that the Company will be unable to meet anticipated water demand on a sustained basis. The Company will undertake reasonable measures to supplement its water supply until such time that Stage 3 is reached for 48 consecutive hours.

Restrictions: Under Stage 3, Company shall inform the customers of a mandatory restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in 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 pool, spas, fountains or ornamental pools 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.

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Decision No. 67820

TARIFF SCHEDULE

ORIGINAL

Utility: Tonto Basin Water Company, Inc.  
Docket No.: W-03515A-04-0907  
Phone No.: 1-800-270-6084

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Decision No.: 67820  
Effective: 5-5-05

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

Notice: Under Stage 3, the Company is required to notify customers by delivering written notice door to door at each service address, or by changing local sign postings, or via electronic mail, or by any other reasonable means of notifying customers in the affected water system(s) of the imposition of the Curtailment Tariff, the Curtailment Stage, the general nature of the problem and the need to conserve water.

Enforcement: Once notice of mandatory conservation has been provided, the failure of a customer to comply within one (1) business day or two (2) calendars of receipt of such notice will result in an immediate disconnection of water service pursuant to Arizona Administrative Code R14-2-410(B)(1)(d). The reconnection fee for violation of a Stage 3 curtailment notice shall be:

1 <sup>st</sup> offense:	\$150.00
2 <sup>nd</sup> offense:	\$300.00
3 <sup>rd</sup> offense (and thereafter):	\$600.00

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.

**Stage 4 Exists When:**

Company's water storage level or well production is less than 60% but at least 50% capacity for twenty-four (24) consecutive hours.

Company has identified issues such as a steadily declining water table increased draw down threatening pump operations, and/or poor water production, creating a reasonable belief that the Company will be unable to meet anticipated water demand on a sustained basis. The Company will undertake reasonable measures to supplement its water supply until such time that Stage 3 is reached for 48 consecutive hours.

Restrictions: Under Stage 4, Company shall inform the customers of a mandatory restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in 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

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Utility: Tonto Basin Water Company, Inc.  
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- 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 pool, spas, fountains or ornamental pools 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.

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

Notice: Under Stage 4, the Company is required to notify customers by delivering written notice door to door at each service address, or by changing local sign postings, or via electronic mail, or by any other reasonable means of notifying customers in the affected water system(s) of the imposition of the Curtailment Tariff, the Curtailment Stage, the general nature of the problem and the need to conserve water.

Enforcement: Once notice of mandatory conservation has been provided, the failure of a customer to comply within one (1) business day or two (2) calendar days of receipt of such notice will result in an immediate disconnection of water service pursuant to Arizona Administrative Code R14-2-410(B)(1)(d). The reconnection fee for violation of a Stage 4 curtailment notice shall be:

1 <sup>st</sup> offense:	\$ 300.00
2 <sup>nd</sup> offense:	\$ 600.00
3 <sup>rd</sup> offense (and thereafter):	\$1,200.00

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.

**Stage 5 Exists When:**

Company's water storage level or well production is less than 50% of total storage capacity for twelve (12) consecutive hours.

Company has identified issues such as a steadily declining water table increased draw down threatening pump operations, and/or poor water production, creating a reasonable belief that the Company will be unable to meet anticipated water demand on a sustained basis. The Company will undertake reasonable measures to supplement its water supply until such time that Stage 3 is reached for 48 consecutive hours.

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Restrictions: Under Stage 5, Company shall inform the customers of a mandatory restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in 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 pool, spas, fountains or ornamental pools 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.

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

Notice: Under Stage 5, the Company is required to notify customers by delivering written notice door to door at each service address, or by changing local sign postings, or via electronic mail, or by any other reasonable means of notifying customers in the affected water system(s) of the imposition of the Curtailment Tariff, the Curtailment Stage, the general nature of the problem and the need to conserve water.

Enforcement: Once notice of mandatory conservation has been provided, the failure of a customer to comply within one (1) business day or two (2) calendar days of receipt of such notice will result in an immediate disconnection of water service pursuant to Arizona Administrative Code R14-2-410(B)(1)(d). The reconnection fee for violation of a Stage 5 curtailment notice shall be:

1 <sup>st</sup> offense:	\$ 600.00
2 <sup>nd</sup> offense:	\$1,200.00
3 <sup>rd</sup> offense (and thereafter)	\$2,400.00

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.

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Utility: Tonto Basin Water Company, Inc.  
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NOTICE

If the Company elects to provide notice by use of local sign postings, Company shall post and maintain at least two (2) signs per water system, in noticeable locations that include the entrances to major subdivisions, showing if the Company is operating under its curtailment tariff, beginning with Stage 1. Each sign shall be at least four feet by four feet, and color-coded to denote the current stage:

1. Stage 1 – Green
2. Stage 2 – Blue
3. Stage 3 – Yellow
4. Stage 4 – Orange
5. Stage 5 – Red

Company shall notify the Consumer Services Division of the Utilities Division at least twelve (12) hours prior to entering either Stage 3 or Stage 4. Company shall notify the Consumer Services Section of the Utilities Division at least six (6) hours prior to entering Stage 5 of this curtailment tariff.

RECONNECTION FEE

All reconnection fees shall be cumulative for a calendar year regardless of the Stage that an offense occurs. For example, if a customer fails to meet the requirements of a particular stage, conserve the required amount of water under Stage 3 after notice that a curtailment is in effect, the reconnection fee shall be \$150.00 dollars. If that same customer, in the same calendar year, commits an offense under Stage 5, the reconnection fee shall be \$1,200. By May 15 and October 15 of each year, the Company will provide the Director of the Utilities Division with a list of customers who paid reconnection fees for failure to comply with the mandatory provisions of this curtailment tariff.

Any customer who has service terminated per this tariff more than once during a calendar year shall have those terminations count against him/her in the next calendar year for purposes of establishing the reconnection fee, should another termination occur.

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