

EPCOR Water Arizona, Inc.
(Name of Company)

Original SHEET NO. ACC-1.

Tubac Water District
(Name of Service Area)

**RULES AND REGULATIONS
APPLICABLE TO
WATER SERVICE
OF
TUBAC WATER DISTRICT**

Legally named and operating in:

Santa Cruz County, Arizona

These rules and regulations have been authorized by the Arizona Corporation Commission and are the effective rules and regulations of this District.

Services will be furnished in accordance with these rules and regulations and no officer, employee, or representative of this Company has any authority to write, alter, or amend these rules and regulations or any parts thereof in any respect.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

ISSUED BY: Sheryl L. Hubbard, Director, Regulatory & Rates
2355 W. Pinnacle Peak Road, Suite 300, Phoenix, AZ 85027

Decision No. 75268

Tubac Water District
(Name of Service Area)

RULES AND REGULATIONS APPLICABLE TO WATER SERVICE
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Tubac Water District
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RULE NO. 1
DEFINITIONS

For the purpose of these rules and regulations, unless the context otherwise requires, the following definitions shall apply:

1. Advance in Aid of Construction: Funds provided to the Company by an applicant under the terms of a main extension agreement of service connection tariff, the amount of which may be reasonable.
2. Applicant: A person requesting the Company to supply water service.
3. Application: A written request of the Company for water service, as distinguished from an inquiry as to the availability or charges for such service.
4. Arizona Corporation Commission: The regulatory authority of the State of Arizona having jurisdiction over the public service corporations operating in Arizona.
5. Billing Month: The period between any two regular readings or estimated readings of the Company's meters at approximately thirty (30) day intervals.
6. Billing Period: The time interval between two consecutive meter readings or estimates that are taken for billing purposes.
7. Commission: The Arizona Corporation Commission.
8. Commodity Charge: The unit of cost per billed usage, as set forth in the Company's tariffs.
9. Company: EPCOR Water Arizona Inc.
10. Contributions in Aid of Construction: Funds provided to the Company by an applicant under the terms of a main extension agreement and/or service connection tariff, the amount of which is not refundable.
11. Customer: The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued, regardless of the identity of the actual user of the service.
12. Customer Charge: The amount the customers must pay the Company for the availability of water service, excluding any water used, as specified in this District's tariffs.
13. Customer Piping: The pipe that transports water to the customer from the Point of Delivery to the point of usage by the customer.
14. Day: Calendar day.
15. Distribution Main: A water main of the Company from which service connections may be extended to customers.
16. District Tubac Water District
17. Interruptible Water Service: Water service that is subject to interruption or curtailment.

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RULE NO. 1 (continued)
DEFINITIONS

18. Main Extension: The mains and ancillary facilities relevant to providing service to additional customers via the extension of the distribution system.
19. Master Meter: A meter owned by Company for measuring or recording the volume or flow of water at a single location where said water is transported through a piping system to several tenants or occupants for their individual consumption.
20. Meter: A Company-owned instrument that measures and indicates or records the volume of water that passes through it.
21. Meter Tampering: A situation where a meter has been illegally altered. Common examples are meter bypassing, use of devices to slow the meter recorder, and broken meter seals.
22. Minimum Charge: The amount the customer must pay for the availability of water service, including an amount of usage, as specified in this District's tariffs.
23. Minimum Delivery Pressure: 20 pounds per square inch gauge at the meter or Point of Delivery.
24. Permanent Customer: A customer who is a tenant or owner of a service location who applies for and receives permanent water service.
25. Permanent Service: service which, in the opinion of the Company, is of a permanent and established character. The use of water may be continuous, intermittent, or seasonal in nature.
26. Person: Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.
27. Point of Delivery: The point where facilities owned, leased or under license by a customer connect to Company's pipes or to the outlet side of Company's meter.
28. Premises: All of the real property and apparatus employed in a single enterprise or living unit on an integral parcel or land undivided by public streets, alleys, or railways.
29. Residential Subdivision Development: Any tract of land that has been divided into six or more contiguous lots for use in the construction of residential buildings or permanent mobile homes for either single or multiple occupancy; as "subdivision" is defined by Arizona Revised Statutes §32-2101.
30. Residential Use: Service to customers using water for domestic purposes such as personal consumption, water heating, cooking, clothes washing, and other residential uses, including use in apartment buildings, mobile home parks, and other multi-unit residential buildings.
31. Rules: The regulations set forth in the tariffs that apply to the provision of water service.
32. Service Area: The territory in which the Company has been granted a certificate of convenience and necessity and is authorized by the Commission to provide water service in this District.

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RULE NO. 1 (continued)
DEFINITIONS

33. Service Establishment Charge: The charges specified in this District's tariffs that cover the cost of establishing a new account.
34. Service Line: A water line that transports water from a common source (normally a distribution main) of supply to the customer's Point of Delivery.
35. Service Reconnect Charge: The charge as specified in this District's tariffs that must be paid by the customer prior to reestablishment of water service each time the water is disconnected for nonpayment or whenever service is discontinued for failure otherwise to comply with this District's filed rules.
36. Service Reestablishment Charge: A charge as specified in this District's tariffs, for service at the same location where the customer or a member of the customer's immediate family, had ordered a service disconnection within the preceding twelve month period.
37. Single Family Dwelling: A house, an apartment, or a mobile home permanently affixed to a lot, or any other permanent residential unit that is used as a home.
38. Tariffs: The documents filed with the Commission that list the services and products offered by this District and that set forth the terms, conditions, and a schedule of the rates and charges for those services and products.
39. Temporary service: service to premises or enterprises that is temporary in character, or where it is known in advance that the service will be of limited duration. Service that, in the opinion of the Company, is for operations of a speculative character is also considered temporary service.
40. Utility: The public service corporation providing water service to the public in compliance with state law.

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RULE NO. 2
ESTABLISHMENT OF SERVICE

A. INFORMATION FROM NEW APPLICANTS

1. The Company may obtain the following minimum information prior to acceptance of the applicant as a customer.
 - a. Name or names of applicant(s).
 - b. Service address or location and telephone number.
 - c. Billing address or location and telephone number, if different than service address.
 - d. Address where service was provided previously.
 - e. Date applicant will be ready for service.
 - f. Indication of whether premises have been supplied with Company service previously.
 - g. Purpose for which service is to be used.
 - h. Indication of whether applicant is owner or tenant of or agent for the premises, and written proof of agency.
2. The Company may require a new applicant for service to appear at the Company's designated place of business to produce proof of identity and sign the Company's application form.
3. Where service is requested by two or more individuals the Company shall have the right to collect the full amount owed to the Company from any one of the applicants.

B. DEPOSITS

1. The Company may require a deposit from any new applicant for service.
2. The Company shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Company's records.
3. Interest on deposits shall be calculated annually at an interest rate filed by the Company and approved by the Commission in a tariff proceeding. In the absence of such, the interest rate shall be 6%.
4. Interest shall be computed and accrued to the customers account on an annual basis.
5. Residential deposits plus accrued interest shall be refunded within thirty (30) days after discontinuance of service when the customer has paid all outstanding amounts due the Company.

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RULE NO. 2 (continued)
ESTABLISHMENT OF SERVICE

6. A separate deposit may be required for each meter installed.
7. The amount of a deposit required by the Company shall be determined according to the following terms.
 - a. Residential customer deposits shall not exceed two times the average residential class bill as evidenced by this District's most recent annual report filed with the Commission.
 - b. Nonresidential customer deposits shall not exceed two and one-half times that customer's estimated maximum monthly bill.
 - c. The Company may review the customer's usage after service has been connected and adjust the deposit amount on the basis of the customer's actual usage.
8. Residential Customer Deposits will automatically be refunded by the Company after twelve (12) consecutive months during which time the customer has not been delinquent more than three (3) times in a twelve (12) month period, or at the discretion of the Company at any time before service is discontinued. Upon final discontinuance of the use of the service and full settlement of all bills by the customer, any deposit, not previously refunded, with accrued interest, if any, in accordance with the provisions of this policy will be returned to the customer or at the Company's election, it may be applied to the payment of any unpaid accounts of the customer and the balance, if any, returned to the customer.
9. The Company may require a customer to establish or reestablish a deposit if the customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or has been disconnected for nonpayment during the last twelve (12) months.
10. Deposits shall not prevent the Company from terminating the agreement for service with a customer or suspending service for any failure in the performance of customer obligations under the agreement for service or any violation of this District's Rules and Regulations.
11. Upon discontinuance of service, the Company may apply the deposit toward settlement of the customer's bill.

C. GROUND FOR REFUSAL OF SERVICE

1. The Company may refuse to establish service if any of the following conditions exist:
 - a. The applicant has an outstanding amount due for the same class of utility service with the Company and the applicant is unwilling to make arrangements with the Company for payment.
 - b. A condition exists, or could occur, which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the Company's personnel or facilities.
 - c. Refusal by the applicant to provide the Company with a deposit.

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RULE NO. 2 (continued)
ESTABLISHMENT OF SERVICE

G. SERVICE LOCATION, INFORMATION

The Company reserves the right to determine the conditions under which extension will be made. Conditions for service and extending service to the customer will be based upon the following:

- a. All such installations shall be in accordance with the Company's specifications and located at an outdoor location accessible to the Company.
- b. Individual customers may be required to have their property corner pins and/or markers installed.
- c. Where the installation requires more than one meter for service to the premises, each meter pit or box shall be permanently marked (not painted) by the contractor or customer to properly identify the portion of the premises having service. The identification shall be the same as the apartment, office, etc. served by that meter. The identifying marking placed on each meter shall be impressed into or rose from a tag of aluminum, brass or other approved non-ferrous metal with maximum 1/4-inch-high letters. This tag must be attached to the meter pit or box. The impression must be deep enough to prevent the identification(s) from being obscured.

H. IDENTIFICATION OF PREMISES

The premises to be served by the Company shall be clearly identified by the customer at the time of application. If the service address is not recognized in terms of a commonly used identification system, the customer may be required to provide specific written directions and/or legal descriptions before the Company shall be required to act upon a request for water service.

I. SERVICE CALLS FOR ESTABLISHMENTS DURING REGULAR HOURS

The customer for establishment of service by this District shall pay a minimum service charge of \$30.00. In addition, the Company may charge the customer for time, materials and equipment used by the Company if the establishment of service requires repairs or alterations to the Company facilities as a result of the following:

1. An interruption caused by the customer's willful act or omission, negligence or failure of customer-owned equipment, even though the Company is unable to perform any work beyond the Point of Delivery.
2. A required reconnection of water service to any customer previously disconnected for nonpayment.
3. Unlawful use of service, misrepresentation to the Company, unsafe conditions, threats to Company personnel or property, failure to permit safe access, detrimental effect of customer demands on the Company system, failure to establish credit and/or sign an agreement for service, or any other reason authorizing the Company to make connection.

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RULE NO. 2 (continued)
ESTABLISHMENT OF SERVICE

J. SERVICE CALLS FOR ESTABLISHMENTS AFTER REGULAR HOURS

A minimum service charge of \$40.00 will be imposed for a service call after regular hours. In addition, the Company may charge the customer for time, materials and equipment used by the Company if the establishment of service requires repairs or alterations to the Company facilities as a result of the following:

1. An interruption caused by the customer's willful act or omission, negligence or failure of customer-owned equipment, even though the Company is unable to perform any work beyond the Point of Delivery. The Company shall make reasonable effort to advise the customer about the possibility of such charges before the service call starts.
2. A required reconnection of water service to any customer previously disconnected for nonpayment.
3. Unlawful use of service, misrepresentation to the Company, unsafe conditions, threats to Company personnel or property, failure to permit safe access, detrimental effects of customer demands on the Company system, failure to establish credit and/or sign an agreement for service or any other reason authorizing the Company to make such disconnection. Such work will be performed only when requested and agreed to by the customer.

ISSUED: September 15, 2015
Month Day Year

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RULE NO. 4
SERVICE CONNECTIONS AND REESTABLISHMENTS

A. PRIORITY AND TIMING OF SERVICE ESTABLISHMENTS

- 1. After an applicant has complied with the Company's application and deposit requirements and has been accepted for service by the Company, the Company shall schedule that customer for service connection and/or establishment.
- 2. Service establishments shall be scheduled for completion within five (5) working days of the date the customer has been accepted for service, except in those instances when the customer requests service establishment beyond the five (5) working day limitation.
- 3. When the Company has made arrangements to meet with a customer for service establishment purposes and the Company or the customer cannot make the appointment during the prearranged time, the Company shall reschedule the service establishment to the satisfaction of both parties.
- 4. The Company shall schedule service establishment appointments within a maximum range of four (4) hours during normal working hours, unless another time frame is mutually acceptable to the Company and its customer.
- 5. Service establishments shall be made only by qualified Company service personnel or persons authorized by the Company.
- 6. For the purpose of this tariff, service establishments are where the customer's facilities are ready and acceptable to the Company and the Company needs only to install or read a meter or turn the service on.

B. SERVICE LINES

- 1. An applicant for service shall be responsible for the cost of installing their piping up to the meter (i.e., the "Customer Piping").
- 2. An applicant for service shall pay to the Company as a refundable advance in aid of construction a sum for each meter and service line. Where service is being provided for the first time, the sum paid to the Company shall be per the tariff. Where a second meter and service line for a single lot is requested by a customer, which may be for domestic use, irrigation, or fire protection, Company may charge the actual cost of installing the second meter and service line.
- 3. Except where the refundable advances in aid of construction for meters and service lines have been included in refundable advances in aid of construction for main extensions and thus are refundable pursuant to main extension contracts approved by the Commission, each advance in aid of construction for a service line or meter shall be repaid by the Company by an annual credit of one-tenth of the amount received. Said credit to be applied upon the water bill rendered in November of each year until fully paid, for each service line and meter for which the advance was made, and said credit to commence in the month of November for all such advances received during the preceding calendar year.
- 4. Where service is being provided for the first time, the customer shall provide and maintain a private cutoff valve within 18 inches of the meter on the customer's side of the meter, and the Company shall provide a like valve on the Company's side of such meter.

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RULE NO. 4 (Continued)
SERVICE CONNECTIONS AND REESTABLISHMENTS

- 5. The Company may install its meter at the property line or, at the Company's option, on the customer's property in a location mutually agreed upon. If on the customer's property, customer shall grant an easement to Company to allow Company to access and maintain the meter and service line.
- 6. Where the meter or service line location on a customer's premises is changed at the request of the customer or due to alterations on the customer's premises, the customer shall provide and install at the customer's expense all Customer Piping. Company may charge the actual cost of removing the meter or service line and may charge the actual cost of installing a new meter or service line.
- 7. The customer's piping must be installed in such a manner as to prevent cross-connection or backflow. Any alteration or repairs done by the customer to the customer's plumbing shall also include bringing the customer's piping up to current Company standards.
- 8. The Company shall retain the right to specify the location and size of any meter setting or service connection.

C. CUSTOMER PROVIDED EQUIPMENT, SAFETY AND OPERATION

Each customer shall be responsible for maintaining all equipment and facilities used for Company services located on the customer's side of the meter in a safe operating condition.

D. EASEMENTS AND RIGHTS-OF-WAY

- 1. Each customer shall grant adequate easements and rights-of-way satisfactory to the Company to ensure that customer's proper service connection. Failure on the part of the customer to grant adequate easements and rights-of-way shall be grounds for the Company to refuse service.
- 2. When the Company discovers that a customer or the customer's agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction, or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interfaces with the Company's access to equipment, the Company shall notify the customer or the customer's agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the Customer's expense.
- 3. If it is necessary for the Company to excavate in an easement or right-of-way to extend or repair water facilities, the Company will not be responsible for the cost to replace or repair landscaping, fences, trees, shrubs, structures, etc. Placed within the easement or right-of-way.
- 4. The Company shall at all times have the right of safe ingress and egress from the customer's premises at all reasonable ours for any purpose reasonably connected with the Company's property used in furnishing service.

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RULE NO. 5
MAIN EXTENSION AGREEMENTS

A. EXTENSIONS OF MAINS AND SERVICES; ADVANCES IN AID OF CONSTRUCTION - GENERAL REQUIREMENTS

1. The Company will supply service for temporary purposes, provided that the Company has water available in excess of the Company's regular needs, and provided the Company has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance, to the Company, the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such service.
2. An applicant for the extension of mains shall be required to pay the Company, as a refundable advance in aid of construction, before construction is commenced, the estimated reasonable cost of all mains, distribution lines and service lines, including all valves, fittings, meters, other costs and reasonable overheads.
 - a. Upon request by a potential applicant for a main extension, the Company shall prepare, without charge, a preliminary sketch and rough estimates of the cost of installation to be paid by said applicant.
 - b. Any applicant for a main extension requesting the Company to prepare detailed plans, specifications, or cost estimates may be required to deposit with the Company an amount equal to the estimated cost of preparation. The Company shall, upon request, make available within forty-five (45) days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed main extension. Where the applicant accepts the plans and the Company proceeds with construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. If the extension is to include over-sizing of facilities to be done at the Company's expense, appropriate details shall be set forth in the plans, specifications and cost estimates.
 - c. In the event that additional facilities are required to provide or sustain pressure, storage, or water supply for the new service or services requested, or for existing customers as a consequence of the extension of service, and the cost of the additional facilities is disproportionate to anticipated revenues to be derived from the future customers, the estimated reasonable cost of such additional facilities may be included in refundable advances in aid of construction to be paid to the Company.
3. Refunds of advances shall be made in accord with the following method: the Company shall each year, pay to the party making an advance under a main extension agreement, or that party's assigns or other successors in interest where the Company has received notice and evidence of such assignment or succession, an amount equal to ten percent (10%) of the total gross annual revenue, less any gross receipts or sales taxes and amounts payable to any municipalities or others for treatment and/or transmission of water from each bonafide customer whose service is connected directly to main or extension lines covered by the main extension agreement. Refunds shall not be made for any period after the expiration of ten (10) years from the date of the advance. Refunds shall be made by the Company on or before the 31st day of August of each year, covering any refunds owing from water revenues received during the preceding July 1st to June 30th period. A balance remaining at the end of the ten-year period shall become non-refundable, and the balance not refunded shall be entered as a contribution in aid of construction in the accounts of the Company.

ISSUED: September 15, 2015
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RULE NO. 5 (continued)
MAIN EXTENSION AGREEMENTS

4. The aggregate refunds shall in no event exceed the total of the refundable advances in aid of construction. No interest shall be paid by the Company on any amount advanced. The Company shall make no refunds from any revenues received from any lines or mains, other than customer service lines, leading up to, or taking off, from the particular main extension covered by the agreement.
5. The Company may, upon approval by the Commission, terminate its obligation to refund a percentage of gross revenues from a main extension by accord and satisfaction of its obligations under the main extension agreement.
6. All agreements entered into shall be evidenced by a written agreement, and signed by the Company and all parties advancing the funds for advances in aid of construction, or the duly authorized agents of each.
7. The size, type and quality of materials and of the system, installed location in the ground, and the manner of installation, shall be specified by the Company, and shall accord with the requirements of the Commission or other public agencies having authority therein. The Company may install main extensions of any diameter meeting the requirements of the Commission or any other public agencies having authority over the construction and operation of the water system.
8. All mains, valves, fittings, wells, meters, tanks, and other facilities installed shall be the sole property of the Company, and parties making advances in aid of construction shall have no right, title or interest in any such facilities.
9. The Company, upon written request, shall furnish to any party seeking to enter into a main extension agreement a schedule of the proposed reasonable contract price for such extension of mains or other facilities. Such schedules show a breakdown of the contract prices of materials and costs of installation. Different sizes and types of mains shall be separately stated. Valves, meters, and fittings shall be separately stated or listed as a percentage of total cost. All advances shall be made without provision for profit to the Company but shall include reasonable overheads.
10. The Company shall schedule, within reason, new requests for main extension agreements and for service under main extension agreements, promptly and in order received.
11. If an applicant for service seeking to enter into a main extension agreement deems the contract price or the time of performance to be unreasonable, the applicant may solicit bids from bonded contractors, provided that all bids shall be submitted by the bid date stipulated by the Company. If a lower bid is obtained, or if a bid is obtained at an equal price with a more appropriate time of performance, and if such bid contemplates total conformity with the Company's requirements and specifications, the Company shall be required to meet the terms and conditions of the bid proffered, or to enter into a construction contract with the contractor proffering such bid. A performance bond in the total amount of the contract may be required by the Company from the contractor prior to construction.
12. In the case of disagreement or dispute regarding the application of this rule or any of its several provisions, or where the application of this rule works an injustice or undue hardship upon any party or anticipated party to any agreement hereunder, the party aggrieved may refer the matter to the Commission for hearing and decision in accord with the Rules of Practice and Procedure of the Commission.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

ISSUED BY: Sheryl L. Hubbard, Director, Regulatory & Rates
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EPCOR Water Arizona, Inc.
(Name of Company)

Tubac Water District
(Name of Service Area)

RULE NO. 5 (continued)
MAIN EXTENSION AGREEMENTS

- 6. If, in the judgment of the Company based upon the specific development, tax or regulatory considerations, it is deemed inappropriate to utilize either the "Rate Basing" methodology or the "Full Gross Up" methodology, the Company shall obtain specific Commission approval authorizing alternative treatment.
- 7. Paragraphs 1-7 of this Section of the Extension Rule shall apply to all refundable AIAC and CIAC agreements entered into on or after September 1, 1988, as well as to all prior AIAC and CIAC agreements performed in any manner after September 1, 1988.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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EPCOR Water Arizona, Inc.
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RULE NO. 6 (continued)
PROVISION OF SERVICE

- 10. The customer will be held responsible for any broken seals, tampering, or interfering with the Company's meter(s) or any other Company owned equipment installed on the customer's premises. In cases of tampering with meter installations, interfering with the proper working thereof, or any such tampering, interfering, theft, or service diversion, including the falsification of customer's meter readings, that customer shall be subject to immediate discontinuance of service. The Company shall be entitled to collect from the current customer under the appropriate rate, for all consumption not recorded on the meter as the result of such tampering, or other theft of service, and also any additional security deposits as well as all expenses incurred by the Company for property damages, investigation of the illegal act, and all legal expenses and court costs, if necessary.
- 11. The customer will be held liable for any loss or damage occasioned or caused by the customer's negligence, want of proper care or wrongful act or omission on the part of any customer's agents, employees, licenses, or contractors.

C. CONTINUITY OF SERVICE

The Company shall make reasonable efforts to supply a satisfactory and continuous level of service. However, the Company shall not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from:

- a. Any cause against which the Company could not have reasonably for seen or made provision for, i.e., force majeure.
- b. Intentional service interruptions to make repairs or perform routine maintenance.
- c. Curtailment

D. SERVICE INTERRUPTIONS

- 1. The Company shall make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur.
- 2. The Company shall make reasonable provision to meet emergencies resulting from failure of service, and shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.
- 3. In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
- 4. When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance the Company shall attempt to inform affected customers at least twenty-four (24) hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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EPCOR Water Arizona, Inc.
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RULE NO. 6 (continued)
PROVISION OF SERVICE

5. The Commission shall be notified of interruptions in service affecting the entire system or any major division thereof. The interruption of service and cause shall be reported within four (4) hours after the responsible representative of the Company becomes aware of said interruption, by telephone to the Commission, and followed by a written report to the Commission.

E. MINIMUM DELIVERY PRESSURE

The Company shall maintain a minimum standard delivery pressure of 20 pounds per square inch gauge (PSIG) at the customer's meter or Point of Delivery.

F. CONSTRUCTION STANDARDS

The Company shall construct or cause to be constructed all facilities in accordance with the guidelines established by the Arizona Department of Environmental Quality or its successors, delegate or any other governmental agency having jurisdiction thereof, and the Company. Phased construction is acceptable.

G. ELECTION OF RATE SCHEDULES

The Company shall use its best efforts to select the most favorable rate for which the customer is eligible based on available data at the time of application. The Company shall use its best efforts for notifying the customer of the most favorable rate schedule if the class has changed after initial application, and shall not be required to refund the difference in charge under different rate schedules. Upon written application of any material changes in the customer installation, the Company will assist in determining if a change in rate schedule is desirable.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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Tubac Water District
(Name of Service Area)

RULE NO. 7
METER READING

A. FREQUENCY

Each meter shall be read monthly or as close to the same day of each month as practicable unless otherwise approved by the Commission.

B. MEASURING OF SERVICE

1. All water delivered by the Company shall be billed upon the basis of metered volume sales, except that the Company may, at its option, provide a fixed charge for the following:
 - a. Temporary service where the water use can be readily estimated.
 - b. Public and private fire protection service.
 - c. Water used for street sprinkling and sewer flushing, when provided for by contract between the Company and the municipality or other local governmental authority.
 - d. Other fixed charge schedules as shall be submitted to and approved by the Commission.
2. When there is more than one meter at a location, the metering equipment shall be so tagged or plainly marked as to indicate tie facilities being metered.

C. CUSTOMER REQUESTED REREADS

1. The Company shall at the request of the customer reread the customer's meter within ten (10) working days after such request by the customer.
2. Any rereads shall be charged to the customer at the rate on file and approved by the Commission, provided that the original reading was not in error. Adjustment for reasonable usage since the original reading was taken shall be considered when determining the original reading.
3. When the original reading is found to be in error, the re read shall be at no charge to the customer, given adjustment for reasonable usage since the original reading was taken.

D. ACCESS TO CUSTOMER PREMISES

The Company shall at all times have the right of safe ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with the Company's property used in furnishing service and the exercise of any and all rights secured to it by law or these rules.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

ISSUED BY: Sheryl L. Hubbard, Director, Regulatory & Rates
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RULE NO. 7 (continued)
METER READING

E. METER TESTING AND MAINTENANCE PROGRAM.

1. The Company shall establish a regular program of meter testing taking into account the following factors:
 - a. Size of meter
 - b. Age of meter
 - c. Consumption
 - d. Characteristics of water

F. CUSTOMER REQUESTED METER TESTS

The Company shall test a meter upon customer request, and shall be authorized to charge the customer for such meter test according to the tariff on file and approved by the Commission. However, if the meter is found to over register by more than three percent (3%), no meter-testing fee will be charged to the customer.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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EPCOR Water Arizona, Inc.
(Name of Company)

Tubac Water District
(Name of Service Area)

RULE NO. 8
BILLING AND COLLECTION

A. FREQUENCY AND ESTIMATED BILLS

- 1. The Company shall bill monthly for services rendered. Meter readings shall be scheduled for periods of not less than twenty-five (25) days or more than thirty-five (35) days, unless otherwise approved by the Commission.
- 2. If the Company is unable to read the meter on a scheduled meter read date, it will estimate the consumption for the billing period giving consideration to the following factors when applicable:
 - a. The customer's usage during the same month of the previous year.
 - b. The amount of usage during the preceding month.
- 3. After the second consecutive month of estimating the customer's bill for reasons other than severe weather or standard billing practice as approved by the Commission, the Company will attempt to secure an accurate reading of the meter.
- 4. Failure on the part of the customer to comply with a reasonable request by the Company for access to its meter may lead to the termination of service.
- 5. Estimated bills will be issued only under the following conditions:
 - a. Failure of a customer who reads his own meter to deliver his meter reading card to the Company in accordance with the requirements of the Company's billing cycle.
 - b. Severe weather conditions that prevent the Company from reading the meter.
 - c. Circumstances that make it dangerous or impossible to read the meter, i.e., locked gates, blocked meters, vicious or dangerous animals, etc.
 - d. Other billing cycles as approved by the Commission.
- 6. Each bill based on estimated usage will indicate that it is an estimated bill.

B. COMBINING METERS, MINIMUM BILL INFORMATION

- 1. Each meter at a customer's premises will be considered separately for billing purposes, and the readings of two or more meters will not be combined.
- 2. Each bill for residential service will contain the following minimum information:
 - a. Date and meter reading at the end of the actual or estimated billing period.
 - b. Previous month's actual or estimated meter reading and date.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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Tubac Water District
(Name of Service Area)

RULE NO. 8 (continued)
BILLING AND COLLECTION

- c. Billing usage.
- d. Company telephone number.
- e. Customer's name.
- f. Service account number.
- g. Amount due and terms of payment.
- h. Past due amount where appropriate.
- i. Adjustment factor, where applicable.
- j. Privilege, sales or use tax, or any regulatory assessment applicable.
- k. Other approved tariff charges.

C. BILLING TERMS

- 1. All bills for services are due and payable when rendered. All bills not paid within fifteen (15) days shall be considered delinquent.
- 2. For purposes of this rule, the date a bill is rendered may be evidenced by:
 - a. The postmark date.
 - b. The mailing date.
- 3. All delinquent bills shall be subject to the provisions of the Company's termination procedures.
- 4. All payments shall be made at offices of the Company or designated payment stations, or to the address shown on the bill form.

D. APPLICABLE TARIFFS, PREPAYMENT, FAILURE TO RECEIVE, COMMENCEMENT DATE, TAXES

- 1. Each customer shall be billed under the applicable tariff indicated in the customer's application for service.
- 2. The Company shall make provisions for advance payment for services.
- 3. Failure to receive bills or notices that have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the customer of his obligations therein.
- 4. Charges for service commence when the service is installed and connection made, whether used or not.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
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EPCOR Water Arizona, Inc.
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RULE NO. 8 (continued)
BILLING AND COLLECTION

- 5. In addition to the collection of regular rates, the Company may collect from its customers a proportionate share of any privilege, sales or use tax, or other imposts based on the gross revenues received by the Company.

E. METER ERROR CORRECTIONS

- 1. If any meter after testing is found to be more than three percent (3%) in error, either fast or slow, proper correction between three percent (3%) and the amount of the error shall be made of previous readings, and adjusted bills shall be rendered according to the following terms:
 - a. For the period of three (3) months immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding three (3) months since the meter shall have been shown to be in error by such test, or
 - b. From the date the error occurred, if the date of the cause can be definitely fixed.
- 2. The Company will make no adjustment, except to the customer last served by the meter tested.

F. INSUFFICIENT FUNDS (NSF) CHECKS

- 1. The Company shall be allowed to recover a fee, as approved by the Commission for each instance where the customer tenders payment for service with an insufficient funds check, and require a security deposit equal to that prescribed in Section B, provision 7 of Rule No. 2.
- 2. When the Company is notified by the customer's bank that there are insufficient funds to cover the check tendered for service, the Company may require the customer to make payment in cash, money order, certified check, or other means which guarantee the customer's payment to the Company.
- 3. A customer who tenders an insufficient funds check shall in no way be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the Company's provision for termination of service for nonpayment of bills.
- 4. The Company will not accept personal checks if two (2) NSF checks have been received within a twelve-month period in payment of any billing.

G. DEFERRED PAYMENT PLAN

- 1. The Company may, prior to termination, offer to qualifying residential customers a deferred payment plan for the customer to retire unpaid bills for service.
- 2. Each deferred payment agreement, entered into in writing by the customer and the Company, due to the customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:
 - a. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment plan.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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RULE NO. 8 (continued)
BILLING AND COLLECTION

- b. Customer agrees to pay all future bills for service in accordance with the billing and collection tariffs of the Company.
 - c. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months.
3. For the purpose of determining a reasonable installment payment schedule under these rules, the Company and the customer shall give consideration to the following conditions:
- a. Size of the delinquent account.
 - b. Customer's ability to pay.
 - c. Customer's payment history.
 - d. Length of time that the debt has been outstanding.
 - e. Circumstances that resulted in the debt being outstanding.
 - f. Any other relevant factors related to the circumstances of the customer.
4. Any customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the Company's scheduled termination date for nonpayment of bills. A customers' failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the Company from terminating service for nonpayment.
5. Deferred payment agreements shall be in writing and signed by the customer and an authorized Company representative
6. A deferred payment agreement may include a finance charge as approved by the Commission in a tariff proceeding,
7. If a customer has not fulfilled the terms of a deferred payment agreement, the Company shall have the right to disconnect service pursuant to this District's termination of service rules-and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to termination.

H. LATE PAYMENT PENALTY

1. The Company may include in its tariffs a late payment penalty that may be applied to delinquent bills.
2. The amount of the late payment penalty shall be indicated upon the customer's bill when rendered by the Company.
3. In the absence of an approved tariff, the amount of the late payment penalty shall not exceed 1 ½% per month of the delinquent bill, applied on a monthly basis.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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EPCOR Water Arizona, Inc.
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RULE NO. 8 (continued)
BILLING AND COLLECTION

I. CHANGE OF OCCUPANCY

- 1. Not less than three (3) working days advance notice must be given in person, in writing, or by telephone at the Company office to discontinue service or to change occupancy.
- 2. The outgoing party shall be responsible for all utility services provided and/or consumed up to, and including the scheduled turn off date.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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Tubac Water District
(Name of Service Area)

RULE NO. 9
TERMINATION OF SERVICE

A. NONPERMISSIBLE TERMINATION OF SERVICE

The Company may not disconnect service for any of the reasons stated below:

- a. Delinquency in payment for services rendered to a prior customer at the premises where service is being provided, except in the instance where the prior customer continues to reside on the premises.
- b. Failure of the customer to pay for services or equipment not regulated by the Commission.
- c. Nonpayment of a bill related to another class of water service.
- d. Failure to pay for a bill to correct a previous under billing due to a billing error, inaccurate meter reading or meter failure, if the customer and Company agree in writing to payment terms over a reasonable period of time.
- e. Disputed bills where the customer has complied with the Commission's rules and regulations.

B. TERMINATION OF SERVICE WITHOUT NOTICE

1. Company service may be disconnected without advance written notice under the following conditions:
 - a. The existence of an obvious hazard to the safety or health of the consumer, the general population, Company personnel or facilities.
 - b. The Company has evidence of meter fraud.
 - c. Unauthorized resale or use of utility services.
 - d. Failure of a customer to comply with the curtailment of procedures imposed by a utility during supply shortages.
2. The Company shall not be required to restore service until the conditions that resulted in the termination have been corrected to the satisfaction of the Company.
3. The Company shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of one (1) year and shall be available for inspection by the Commission.

C. TERMINATION OF SERVICE WITH NOTICE

1. The Company may disconnect service to any customer for any reason stated below, provided the Company has met the notice requirements established by the Commission.
 - a. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

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EPCOR Water Arizona, Inc.
(Name of Company)

Tubac Water District
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RULE NO. 9 (continued)
TERMINATION OF SERVICE

E. TIMING OF TERMINATION WITH NOTICE

- 1. The Company shall be required to give at least ten (10) days advance notice prior to termination date.
- 2. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.
- 3. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules the customer has not satisfied the Company that such violation has ceased, the Company may then terminate service on or after the day specified in the notice without giving further notice.
- 4. An authorized representative of the Company may only disconnect Service in conjunction with a personal visit to the premises.
- 5. The Company shall have the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of service.

F. LANDLORD/TENANT RULE

- 1. In situations where service is rendered at an address different from the mailing address of the bill or where the Company knows that a landlord/tenant relationship exists and that the landlord is a customer of the Company, and where the landlord as customer would otherwise be subject to disconnection of service, the Company may not disconnect service until the following actions have been taken:
 - a. Where it is feasible to so provide service, the Company, after providing notice as required in these rules, shall offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant then declines to so subscribe, the Company may disconnect service pursuant to the rules.
 - b. The Company shall not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charge due upon the outstanding account of the landlord.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

ISSUED BY: Sheryl L. Hubbard, Director, Regulatory & Rates
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RULE NO. 10
ADMINISTRATIVE AND HEARING REQUIREMENTS

A. CUSTOMER SERVICE COMPLAINTS

1. The Company shall make full and prompt investigation of all service complaints made by its customers, either directly or through the Commission.
2. The Company shall respond to the complaint and/or the Commission representative within five (5) working days as to the status of the Company investigation of the complaint.
3. The Company shall notify the complainant and/or the Commission representative of the final disposition of each complaint. Upon request of the complainant or the Commission representative, the Company shall report the findings of its investigation in writing.
4. The Company shall inform the customer of his right of appeal to the Commission should the results of the Company's investigation prove unsatisfactory to the customer.
5. The Company shall keep a record of all written service complaints received which shall contain, at a minimum, the following data:
 - a. Name and address of complainant.
 - b. Date and nature of complaint.
 - c. Disposition of the complaint.
 - d. A copy of any correspondence between the Company, the customer, and/or the Commission.

This record shall be maintained for a minimum period of one (1) year and shall be available for inspection by the Commission.

ISSUED: September 15, 2015
Month Day Year

EFFECTIVE: September 1, 2015
Month Day Year

ISSUED BY: Sheryl L. Hubbard, Director, Regulatory & Rates
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