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Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

I. RATES

In Decision No. 82134, dated August 31, 2026, the Commission authorized the following rates and charges to become effective September 1, 2026:

A. Monthly Minimum Charge**RESIDENTIAL (includes multi-family)**

<u>Meter Size</u>	<u>Charge¹</u>
5/8 x 3/4" Meter	\$ 14.70
3/4" Meter	14.70
1" Meter	33.08
1 1/2" Meter	73.50
2" Meter	117.60
3" Meter	235.20
4" Meter	367.50
6" Meter	735.00
8" Meter	1,176.00
10" Meter	1,690.50
12" Meter	3,197.05

¹ Customer Assistance Tariff ("CAT") – A 30% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the CAT qualifications.

Applies to all **WATER** service areas**PART ONE****STATEMENT OF CHARGES****COMMERCIAL/NON-RESIDENTIAL**

<u>Meter Size</u>	<u>Charge</u>
5/8 x 3/4" Meter	\$ 14.70
3/4" Meter	14.70
1" Meter	36.75
1 1/2" Meter	73.50
2" Meter	117.60
3" Meter	235.20
4" Meter	367.50
6" Meter	735.00
8" Meter	1,176.00
10" Meter	1,690.50
12" Meter	3,197.05

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

IRRIGATION

<u>Meter Size</u>	<u>Charge</u>
5/8 x 3/4" Meter	\$ 14.70
3/4" Meter	14.70
1" Meter	36.75
1 1/2" Meter	73.50
2" Meter	117.60
3" Meter	235.20
4" Meter	367.50
6" Meter	735.00
8" Meter	1,176.00
10" Meter	1,690.50
12" Meter	3,197.05

BULK WATER RESALE

<u>Meter Size</u>	<u>Charge²</u>
4' Meter	\$ 367.50
6" Meter	401.49
8" Meter	642.38
10" Meter	923.43
12" Meter	1,726.36

² Bulk service is limited to customers outside the CC&N.

Applies to all **WATER** service areas

PART ONE

STATEMENT OF CHARGES

Construction Hydrants	<u>Charge</u>
Construction Hydrants	\$ 237.92

Fire Service Lines	<u>Minimum</u>
Fire Service Lines	By Meter Size*
Industrial Fire Service	*Per Part 3 Industrial Fire Services

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

B. Commodity Rates

The rate for use in addition to the minimum stated above shall be at the following rates per 1,000 gallons:

RESIDENTIAL (includes multi-family)

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge³</u>
5/8" x 3/4" Meter – and 3/4"	0 to 3,000 gallons	\$0.7800
	3,001 to 10,000 gallons	2.8200
	10,000 to 20,000 gallons	3.9800
	Over 20,000	4.3900
1" Meter	0 to 5,000 gallons	0.7800
	5,001 to 19,000 gallons	2.8200
	19,001 to 30,000 gallons	3.9800
	Over 30,000	4.3900
1 1/2" Meter	0 to 40,000 gallons	2.8200
	Over 40,000 gallons	4.3900
2" Meter	0 to 60,000 gallons	2.8200
	Over 60,000 gallons	4.3900
3" Meter	0 to 120,000 gallons	2.8200
	Over 120,000 gallons	4.3900
4" Meter	0 to 180,000 gallons	2.8200
	Over 180,000 gallons	4.3900
6" Meter	0 to 360,000 gallons	2.8200
	Over 360,000 gallons	4.3900
8" Meter	0 to 650,000 gallons	2.8200
	Over 650,000 gallons	4.3900
10" Meter	0 to 940,000 gallons	2.8200
	Over 940,000 gallons	4.3900
12" Meter	0 to 1,248,000 gallons	2.8200
	Over 1,248,000 gallons	4.3900

³ Customer Assistance Tariff ("CAT") – A 30% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the CAT qualifications.

Applies to all **WATER** service areas

PART ONE

STATEMENT OF CHARGES

COMMERCIAL/NON-RESIDENTIAL

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
5/8" x 3/4" Meter – and 3/4"	0 to 9,000 gallons	\$2.8200
	Over 9,000 gallons	4.3900
1" Meter	0 to 20,000 gallons	2.8200
	Over 20,000 gallons	4.3900
1 1/2" Meter	0 to 40,000 gallons	2.8200
	Over 40,000 gallons	4.3900
2" Meter	0 to 60,000 gallons	2.8200
	Over 60,000 gallons	4.3900
3" Meter	0 to 120,000 gallons	2.8200
	Over 120,000 gallons	4.3900
4" Meter	0 to 180,000 gallons	2.8200
	Over 180,000 gallons	4.3900
6" Meter	0 to 360,000 gallons	2.8200
	Over 360,000 gallons	4.3900
8" Meter	0 to 650,000 gallons	2.8200
	Over 650,000 gallons	4.3900
10" Meter	0 to 940,000 gallons	2.8200
	Over 940,000 gallons	4.3900
12" Meter	0 to 1,248,000 gallons	2.8200
	Over 1,248,000 gallons	4.3900

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

IRRIGATION

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
5/8" x 3/4" Meter – and 3/4"	0 to 9,000 gallons	\$2.8200
	Over 9,000 gallons	4.3900
1" Meter	0 to 20,000 gallons	2.8200
	Over 20,000 gallons	4.3900
1 1/2" Meter	0 to 40,000 gallons	2.8200
	Over 40,000 gallons	4.3900
2" Meter	0 to 60,000 gallons	2.8200
	Over 60,000 gallons	4.3900
3" Meter	0 to 120,000 gallons	2.8200
	Over 120,000 gallons	4.3900
4" Meter	0 to 180,000 gallons	2.8200
	Over 180,000 gallons	4.3900
6" Meter	0 to 360,000 gallons	2.8200
	Over 360,000 gallons	4.3900
8" Meter	0 to 650,000 gallons	2.8200
	Over 650,000 gallons	4.3900
10" Meter	0 to 940,000 gallons	2.8200
	Over 940,000 gallons	4.3900
12" Meter	0 to 1,248,000 gallons	2.8200
	Over 1,248,000 gallons	4.3900

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

BULK WATER RESALE

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
4' Meter	All gallons	\$1.9500
6" Meter	All gallons	1.9500
8" Meter	All gallons	1.9500
10" Meter	All gallons	1.9500
12" Meter	All gallons	1.9500

<u>Meter Type</u>	<u>Consumption</u>	<u>Charge</u>
Hydrants	All gallons	\$4.3900
Fire Line	All gallons	By Meter Size
Industrial Fire Service	All Gallons	*Per Part 3 Industrial Fire

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

C. Service Line and Meter Installation Charges

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

<u>Meter Size</u>	<u>Line</u>	<u>Meter</u>	<u>Total</u>
5/8 x 3/4" Meter	\$565.00	\$168.00	\$733.00
3/4" Meter	565.00	260.00	825.00
1" Meter	629.00	321.00	950.00
1 1/2" Meter	699.00	536.00	1,235.00
2" Turbine Meter	At Cost	At Cost	At Cost
2" Compound Meter	At Cost	At Cost	At Cost
3" Turbine Meter	At Cost	At Cost	At Cost
3" Compound Meter	At Cost	At Cost	At Cost
4" Turbine Meter	At Cost	At Cost	At Cost
4" Compound Meter	At Cost	At Cost	At Cost
6" Turbine Meter	At Cost	At Cost	At Cost
6" Compound Meter	At Cost	At Cost	At Cost
8" Meter & Larger Meters	At Cost	At Cost	At Cost

<u>*Hydrant Meter Deposit</u>	<u>Total</u>
3" Turbine Meter	\$1,470.00
3" Compound Meter	2,265.00

*Shall have a non-interest-bearing deposit of the amount indicated, refundable in its entirety upon return of the meter in good condition and payment of the final bill.

Applies to all **WATER** service areas**PART ONE****STATEMENT OF CHARGES****D. Miscellaneous Service Charges**

<u>Service</u>	<u>Charge</u>
Establishment per A.A.C. R14-2-403(D)(1)	\$30.00
Re-Establishment per A.A.C. R14-2-403(D)(1)	(b)
Reconnection per A.A.C. R14-2-403(D)(1)	\$50.00
Meter Test (if correct) per Rule R14-2-408(F)	\$30.00
Meter Reread (if correct) per Rule R14-2-408(C)	\$20.00
Fire Hydrant Meter Relocation	\$50.00
Fire Hydrant Meter Repair	At Cost
NSF Check per A.A.C. R14-2-409(F)	\$25.00 (a)
Deferred Payment, Per Month	1.5%
Late Charge	(c)
Service Calls - After Hours	\$125 (d)
Deposit Requirements	(e)
Deposit Interest per A.A.C. R14-2-403(B)	6.00%
Water Hook-Up Fee	(f)
Failed Final Inspection Fee	\$75

- (a) Liberty Litchfield Park may charge only one NSF fee when customers are billed for water and sewer services on one bill Per Commission Rule A.A.C. R14-2-409(F).
- (b) Minimum Charges times number of full months off the system per A.A.C. R14-2-403(D). For partial months of service, the minimum charge will be billed on a prorated basis.
- (c) Greater of \$5.00 or 1.50% of unpaid balance
- (d) Customer shall be charged for after-hours service calls outside of normal working hours for work performed at the customer's request or convenience
- (e) Per ACC Rules R14-2-403(B) Residential - two times the average bill by class. Non-residential - two and one-half times the customer's estimated maximum monthly bill
- (f) Customers shall pay the applicable Water Hook-Up fees per tariff

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 R14-2-409(D)(5).

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

II. TAXES AND ASSESSMENTS

In addition to the collection of regular rates, the Company will collect from its customers a proportionate share of any privilege, sales, use, and franchise tax per A.A.C. R14-2-409D(5).

All Advances or Contributions are to include costs for labor, materials, overheads, and all applicable taxes, including all gross-up taxes for income taxes.

Under applicable law, any contributions or advances provided by a Developer are taxable income to the Utility. In accordance with the Gross-Up Sharing Method policy adopted by the Commission in Decision No. 76974, the Company will collect from the Developer an applicable share of income taxes for the Company's state and federal tax liability on all funds contributed and/or advanced. The funds will be collected prior to the commencement of service.

Applies to all **WATER** service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS

I. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, costs shall include labor, materials, other charges incurred, and overhead not to exceed 10%. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the provision of the service or after the Company's receipt of invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date. However, if the actual cost is more than five percent (5%) greater than the total amount paid, the customer will only be required to pay five percent (5%) more than the total amount paid, unless the Company can demonstrate that the increased costs were beyond its control and could not be foreseen at the time the estimate for the total amount paid was made.
- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any Federal, State or local taxes that are or may be payable by the Company as a result of any tariff or contract for water facilities under which the Customer advances or contributes funds or facilities to the Company.

Applies to all **WATER** service areas

PART TWO

STATEMENT OF TERMS AND CONDITIONS

II. INTERRUPTIBLE SERVICE; COMPANY'S LIABILITY LIMITATIONS

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 will maintain a minimum water pressure of 20 p.s.i. and will not guarantee a specific gallons per minute flow rate at any public fire hydrants or fire sprinkler service. In the event service is interrupted, 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.

III. TERMINATION OF WATER SERVICE FOR VIOLATION OF WASTEWATER RULES AND REGULATIONS

The Company is authorized to discontinue water service to any person connected to both its water and sewer systems who violates the Company's wastewater terms and conditions or in any way creates a public health hazard or the likelihood of such a public health hazard. This termination authority also applies to non-payment for wastewater services.

IV. RULES AND REGULATIONS

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company procedures, unless specific Commission Order(s) provide otherwise.

Applies to all **WATER** service areas
PART THREE
WATER RATES INDUSTRIAL FIRE SERVICE

MONTHLY RATES:

- All Meter Sizes - At Cost (refundable pursuant to A.A.C. R14-2-405)
- Retrofit (Wrap-around, solar powered) - No Charge
- Monthly Minimum Charge at 20% of Meter Size
- Commodity Rate at Current Tiered Rate per Meter Size

SPECIAL PROVISIONS:

- A. The customer shall pay, the entire cost of the private fire service.
- B. The private fire service shall be installed by the Company or under the Company's direction. The cost of the entire installation excluding the connection at the main shall be paid for by the applicant. Such payment shall not be subject to refund. All facilities paid for by the applicant shall be the sole property of the applicant, adjacent to the property line. The expense of maintaining the fire protection facilities on the applicant's premises (including the vault, meter detector type check valves, backflow device and appurtenances) shall be paid for by the applicant.
- C. The Company and its duly authorized agents shall have the right to ingress to and egress from the premises for all purposes relating to said facilities.
- D. The minimum diameter for industrial fire service will be four (4) inches. The maximum diameter shall not be larger than the diameter of the existing water main to which the fire protection service is connected.
- E. If a distribution main of adequate size to serve a private fire protection service in addition to all other normal services does not exist in the street, easement or right-of-way adjacent to the location to be served, then a main from the nearest existing main of adequate capacity shall be installed by the Company, or under the utility's direction, and the cost paid by the applicant as a contribution in aid of construction.
- F. The industrial fire service facilities shall include a flow meter and backflow prevention device. The facilities may be located within the customer's premises or within a public right of way adjacent thereto. Where located within the premises, the Company and its duly authorized agents shall have the right of ingress to and egress from the premises for all purposes related to said facilities.

Applies to all **WATER** service areas
PART THREE
WATER RATES INDUSTRIAL FIRE SERVICE

- G. No structure shall be built over the industrial fire service and the customer shall maintain and safeguard the area occupied by the service from traffic and other hazardous conditions. The customer shall be responsible for any damage to the private fire service facilities whether resulting from the use or operation of appliances and facilities on customer's premises or otherwise.
- H. The customer's installation must be such as to effectively separate the industrial fire service from that of the customer's regular domestic water service. Any fraudulent use of water through the private fire service will be charged for at the applicable tariff rates and shall be grounds for the Company terminating service without notice pursuant to A.A.C. R14-2-410(B).
- I. There shall be no cross connection between the systems supplied by water through the Company's private fire service and any other source of supply without the specific approval of the Company. The specific approval, if given, will at least require, at the customer's expense, a special double check valve installation or other device acceptable to the Company. Any unauthorized cross connection shall be grounds for the Company terminating service without notice pursuant to A.A.C. R14-2-410(B).
- J. The Company will supply only such water at such pressure 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 of the private fire service facilities installed. In the event service is interrupted, irregular, or defective or fails from causes beyond the Company's control or through ordinary negligence of its employees, servants or agents, the Company will not be liable for any injuries or damages arising therefrom.
- K. The customer shall make no claim against the Company for any loss or damage resulting from services provided under this schedule except for the Companies gross negligence.

Applies to all **WATER** service areas
PART FOUR
CROSS-CONNECTION OR BACKFLOW TARIFF

I. PURPOSE:

The purpose of this tariff is to protect Liberty Utilities (LITCHFIELD PARK Water & Sewer) Corp. (the “Company”) water from the possibility of contamination caused by 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.

II. REQUIREMENTS:

In compliance with the Rules and Regulations 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 have installed, and to 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 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 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.
5. Testing shall be in conformance with the requirements of A.A.C. R18-4-215.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. The Company may also require the customer to pay for repairs to a backflow-prevention assembly.

Applies to all **WATER** service areas
PART FOUR
CROSS-CONNECTION OR BACKFLOW TARIFF

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;
 - e. tester's name and certificate number; and
 - f. tester's field test kit certification documentation.
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 of 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.

Applies to all **WATER** service areas

PART FIVE

CURTAILMENT PLAN

ADEQ Public Water System:

ADEQ Public Water System Number: 07-046

PURPOSE:

Liberty Utilities (Litchfield Park Water & Sewer) Corp. (“Company”) is authorized to curtail water service to all customers within its certified area under the terms and conditions listed in this tariff.

APPLICABILITY

This curtailment plan shall become 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.

Stage 1 Exists When:

Company is able to maintain water storage in the systems at 80 to 100 percent of capacity and there are no known problems with its well production or water storage in the system.

Restrictions: Under Stage 1, the Company is deemed to be operating normally and no curtailment is necessary but conservation efforts are encouraged as a best management practice⁴.

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

⁴ Best management practice is defined as a practice that can help to understand and manage water use.

Applies to all **WATER** service areas

PART FIVE
CURTAILMENT PLAN

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 the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 2, the Company may request the customers to voluntarily employ water conservation measures to reduce water consumption by approximately 50 percent. The below conservation measures are encouraged to reduce water consumption:

- Divide outside watering on uniform basis such as:

Address Ends In	1, 2, 4, 7, 0	3, 5, 6, 8, or 9
Watering Days	Monday and Wednesday	Tuesday and Thursday

- Outdoor watering should be limited between the following times:

Seasonal Period	Watering Prohibited
April – September	6:00 a.m. – 7:00 p.m.
October - March	8:00 a.m. – 7:00 p.m.

- Eliminate outside watering on weekends and holidays
- Eliminate runoff from outdoor irrigation
- Use a shut-off hose nozzle if using hose to irrigate landscape or wash vehicles
- Eliminate washing of hard surfaces outdoors except washing to alleviate health or fire hazards
- Construction water blackout period between the hours of 5:00 am and 9:00 am, Monday through Sunday implemented
- Fix indoor and outdoor leaks
- Indoor water conservation techniques should be employed whenever possible

Notice Requirements: Company is required to notify customers by delivering written notice to each service address or by utilizing the Company's emergency messaging system which includes email, text, and phone call, or by posting on Company's website, or at the Company's option a combination of these notifications. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.

The Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 2.

Applies to all **WATER** service areas
PART FIVE
CURTAILMENT PLAN

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 the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 3, the Company shall inform the customers of a **mandatory** restriction to employ water conservation measures to reduce daily consumption. All restrictions from Stage 2 shall be employed in addition to the below conservation measures:

- All outside watering eliminated, except livestock
- Draining and refilling water features is prohibited
- The filling of any swimming pool, spas, fountains or ornamental pools is prohibited
- Washing of any vehicle is prohibited, including commercial car washes and commercial truck washes.
- Water runoff is prohibited
- The use of drip or misting systems of any kind is prohibited
- The use of water for dust control or any outdoor cleaning uses is prohibited
- The use of construction water is prohibited

The following priority of use for delivery of water is set forth: (1) All existing regularly metered residential customers; (2) All regularly metered commercial customers that are classified as healthcare; (3) All regularly metered commercial customers; (4) All uses of water, other than fire hydrant use for new construction; (5) Fire hydrant use for landscape irrigation or lakes; (6) All other construction fire hydrant use, metered or unmetered.

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address or by utilizing the Company's emergency messaging system which includes email, text, and phone call, or by posting on Company's website, or at the Company's option a combination of these notifications. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.
2. Beginning with Stage 3, the Company shall post at least two (2) signs showing the curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.

Applies to all **WATER** service areas
PART FIVE
CURTAILMENT PLAN

3. The 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, the 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.

Customers who fail to comply with the above restrictions will be given a written notice to end all outdoor uses. Failure to comply within twenty-four (24) hours of receipt of the notice may result in temporary loss of service through the installation and use of a flow restrictor device or other means until an agreement can be made to end unauthorized use of outdoor water. To restore service, the customer shall be required to pay all authorized reconnection fees. 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:

- 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 the Company will be unable to meet anticipated water demand on a sustained basis.

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 temporary customer disconnection. All restrictions from Stage 2 and Stage 3 shall be employed in addition to the following uses of water being prohibited:

- Restaurant patrons shall be served water only upon request
- All leaks, breaks, or other malfunctions in the customer's plumbing fixtures and/or irrigation system must be repaired within five (5) business days of written notification by the utility.
- Any other water intensive activity is prohibited
- The addition of new service lines and meter installations is prohibited.

The following priority of use for delivery of water is set forth: (1) All existing regularly metered residential customers; (2) All regularly metered commercial customers that are classified as healthcare; (3) All regularly metered commercial customers; (4) All uses of water, other than fire hydrant use for new construction; (5) Fire hydrant use for landscape irrigation or lakes; (6) All other construction fire hydrant use, metered or unmetered.

Applies to all **WATER** service areas
PART FIVE
CURTAILMENT PLAN

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address or by utilizing the Company's emergency messaging system which includes email, text, and phone call, or by posting on Company's website, or at the Company's option a combination of these notifications. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.
2. Company shall post at least two (2) signs showing curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the 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.

Once Stage 4 has been reached, the 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 customers until a permanent solution has been implemented.

Customers who fail to comply with the above restrictions will be given a written notice to end all outdoor uses. Failure to comply within twenty-four (24) hours of receipt of the notice may result in temporary loss of service through the installation and use of a flow restrictor device or other means until an agreement can be made to end unauthorized use of outdoor water. To restore service, the customer shall be required to pay all authorized reconnection fees. 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.

Applies to all **WATER** service areas
PART SIX
HOOK UP FEES-WATER

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.
WATER HOOK-UP FEE TARIFF

I. PURPOSE AND APPLICABILITY

The purpose of the off-site hook-up fees payable to Liberty Utilities (Litchfield Park Water & Sewer) Corp. (the "Company") pursuant to this tariff is to equitably apportion the costs of constructing additional off-site facilities necessary to provide water production, delivery, storage, and pressure among all new service connections. These charges are applicable to all new service connections after the effective date of this tariff. The charges are one-time charges and are payable as a condition to Company's establishment of service, as more particularly provided below.

II. DEFINITIONS

Unless the context otherwise requires, the definitions set forth in R-14-2-401 of the Arizona Corporation Commission's ("Commission") rules and regulations governing water utilities shall apply in interpreting this tariff schedule.

"Applicant" means any person or entity requesting service to one or more new service connections and may include Developers and/or Builders of new residential subdivisions and/or commercial and industrial properties.

"Company" means Liberty Utilities (Litchfield Park Water & Sewer) Corp. - Water Division.

"Main Extension Agreement" means any agreement whereby an Applicant, Developer and/or Builder agrees to advance the costs of the installation of water facilities necessary to the Company to serve new service connections within a development, or installs such water facilities necessary to serve new service connections and transfers ownership of such water facilities to the Company, which agreement shall require the approval of the Commission pursuant to A.AC. R-14-2-406, and shall have the same meaning as "Water Facilities Agreement" or "Line Extension Agreement."

"Off-site Facilities" means wells, storage tanks and related appurtenances necessary for proper operation, including engineering and design costs. Off-site facilities may also include booster pumps, pressure tanks, transmission mains and related appurtenances necessary for proper operation if these facilities are not for the exclusive use of the applicant and will benefit the entire water system.

"Service Connection" means and includes all service connections for single-family residential, commercial, industrial or other uses, regardless of meter size.

Applies to all **WATER** service areas

PART SIX

HOOK UP FEES-WATER

III. WATER HOOK-UP FEE

For each new service connection, the Company shall collect an Off-Site Hook-Up Fee derived from the following table:

OFF-SITE WATER HOOK-UP FEE TABLE		
<u>Meter Size</u>	<u>Size Factor</u>	<u>Total Fee</u>
5/8" x 3/4"	1	\$2,584
3/4"	1.5	\$3,876
1"	2.5	\$6,460
1-1/2"	5	\$12,920
2"	8	\$20,672
3"	16	\$41,344
4"	25	\$64,600
6"	50	\$129,200
8"	80	\$206,720
10" (turbine)	145	\$374,680
12" (turbine)	215	\$555,560

(A) For "Active Adult" communities with demonstrated age-restricted zoning and/or CCR's providing for age-restricted living, the Total Fee for domestic water use shall be three quarters (3/4) of the Total Fee shown above for Residential properties, based on an ERU factor of 304 gallons per day. All non-domestic service connections shall pay the Hook-up fee per the above table.

IV. TERMS AND CONDITIONS

(A) Assessment of One Time Off-Site Hook-up Fee: The off-site hook-up fee will be assessed only once per residential parcel. For non-residential Properties, that reside on one parcel but has future additional construction that requires an upsize in water meters or additional water meters, the Company shall assess an additional Hook-up fee based on Hook-up Fees associated with old water meter size and new water meter size difference in fees or the Hook-up Fee associated with the additional requested water meter size.

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

Applies to all **WATER** service areas
PART SIX
HOOK UP FEES-WATER

(C) Time of Payment:

- 1) For those requiring a Main Extension Agreement: In the event that the person or entity that will be constructing improvements ("Applicant", "Developer" or "Builder") is otherwise required to enter into a Main Extension Agreement, whereby the Applicant, Developer or Builder agrees to advance the costs of installing mains, valves, fittings, hydrants and other on-site improvements in order to extend service in accordance with R-14-2-406(B), payment of the Hook-Up Fees required hereunder shall be made by the Applicant, Developer or Builder no later than within 15 calendar days after receipt of notification from the Company that the Utilities Division of the Arizona Corporation Commission has approved the Main Extension Agreement in accordance with R-14-2-406(M).
- 2) For those connecting to an existing main: In the event that the Applicant, Developer or Builder for service is not required to enter into a Main Extension Agreement, the Hook-Up Fee charges hereunder shall be due and payable at the time the meter and service line installation fee is due and payable.

(D) Off-Site Facilities Construction by Developer: Company and Applicant, Developer, or Builder may agree to construction of off-site facilities necessary to serve a particular development by Applicant, Developer or Builder, which facilities are then conveyed to Company. In that event, Company shall credit the total cost of such off-site facilities as an offset to off-site hook-up fees due under this Tariff. If the total cost of the off-site facilities constructed by Applicant, Developer or Builder and conveyed to Company is less than the applicable off-site hook-up fees under this Tariff, Applicant, Developer or Builder shall pay the remaining amount of off-site hook-up fees owed hereunder. If the total cost of the off-site facilities contributed by Applicant, Developer or Builder and conveyed to Company is more than the applicable off-site hook-up fees under this Tariff, Applicant, Developer or Builder shall be refunded the difference upon acceptance of the off-site facilities by the Company.

(E) Failure to Pay Charges; Delinquent Payments: The Company will not be obligated to make an advance commitment to provide or actually provide water service to any Developer, Builder or other applicant for service in the event that the Developer, Builder or other applicant for service has not paid in full all charges hereunder. Under no circumstances will the Company set a meter or otherwise allow service to be established if the entire amount of any payment due hereunder has not been paid.

Applies to all **WATER** service areas
PART SIX
HOOK UP FEES-WATER

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

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

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

(I) Off-Site Hook-up Fee in Addition to On-site Facilities: The off-site hook-up fee shall be in addition to any costs associated with the construction of on-site facilities under a Main Extension Agreement pursuant to A.A.C. R14-2-406 and any applicable Main Extension Tariff.

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

(K) Fire Flow Requirements: In the event the applicant for service has fire flow requirements that require additional facilities beyond those facilities whose costs were included in the off-site hook-up fee, and which are contemplated to be constructed using the proceeds of the off-site hook-up Fee, the Company may require the applicant to install such additional facilities as are required to meet those additional fire flow requirements, as a non-refundable contribution, in addition to the off-site hook-up fee.

(L) Status Reporting Requirements to the Commission: The Company shall submit a calendar year Off-Site Hook-Up Fee status report each January to Docket Control for the prior twelve (12) month period, beginning May 2027, until the hook-up fee tariff is no longer in effect. This status report shall contain a list of all customers that have paid the hook-up fee tariff, the amount each has paid, the physical location/address of the property in respect of which such fee was paid, the amount of money spent from the account, the amount of interest earned on the funds within the tariff account, and a list of all facilities that have been installed with the tariff funds during the 12 month period.

Applies to all **WATER** service areas

PART SEVEN

**EMERGENCY WATER AUGMENTATION SURCHARGE TARIFF AND PLAN OF
ADMINISTRATION**

I. PURPOSE AND APPLICABILITY

PURPOSE:

The purpose of this tariff is to authorize Liberty Utilities (Litchfield Park Water & Sewer) Corp. (the "Company") to make monthly adjustments to its rates and charges for water service in order to recover cost incurred for water purchases and hauling ("Water Augmentation Costs") in the event that Liberty Utilities (Litchfield Park Water & Sewer) Corp. experiences an emergency water shortage⁵. The charges will be assessed based on usage as provided below.

Applicability:

This tariff is obtained during the processing of a permanent rate application. This tariff only applies in the event of an "emergency water shortage" as defined in Section II of the definitions below.

II. DEFINITIONS

Unless the context otherwise requires, the definitions set forth in R-14-2-401 of the Arizona Corporation Commission's ("Commission") rules and regulations governing water utilities shall apply in interpreting this tariff schedule.

"Affiliate," means any other entity⁶ directly or indirectly controlling or controlled by, or under direct or indirect common control with the Company. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any entity means the power to direct the management policies of such entity, whether through ownership of voting securities, or by contract, or otherwise.

⁵ See definition for meaning of emergency water shortage.

⁶ A corporation, partnership, limited partnership, joint venture, trust, estate or natural person.

Applies to all **WATER** service areas

PART SEVEN

**EMERGENCY WATER AUGMENTATION SURCHARGE TARIFF AND PLAN OF
ADMINISTRATION**

"Curtailment Account Balance" means the monies collected under the curtailment tariff authorized in Decision No. 82134.

"Emergency Water Augmentation Surcharge" means the surcharge calculated in accordance with Section IV below.

"Emergency Water Shortage" means a water shortage of a serious nature, developing suddenly or unexpectedly, that is out of the Company's control, and demanding immediate attention and has triggered at least Stage 3 of the Company's approved Curtailment Plan.

"Surcharge Rate" means the rate per 1,000 gallons that is calculated in accordance with Section III below.

"Water Augmentation Cost" means the actual cost of water purchased and water hauling costs not already included in the utility's existing rates per the last approved rate case.

"Water Augmentation Quantity" means the actual quantity of augmented water (in thousands of gallons).

"Water Sold" means the actual quantity (in thousands of gallons) of water sold by the Company to its Customers during the month corresponding to the month in which water was purchased.

III. SURCHARGE RATE CALCULATION

The surcharge is calculated using data from the previous month's bill, for example, the water augmentation surcharge that is applied on the July bill is calculated using the June water augmentation costs and the June total gallons sold. See Figure A for an example of the calculation.

Figure A

For each month that the Company augments water, the Company will calculate the Surcharge Rate per the following formula:

Water Augmentation Cost/Water Sold

Applies to all **WATER** service areas**PART SEVEN****EMERGENCY WATER AUGMENTATION SURCHARGE TARIFF AND PLAN OF ADMINISTRATION****Example**

This example illustrates how the water augmentation surcharge that is included on a customer's bill would be calculated using 2,000 gallons of usage.

[A]	[B]	[C]	[D]
Total June Water & Hauling Costs	June Ending Curtailment Account Balance	Total Gallons Sold in June in 1,000s	Emergency Water Augmentation Surcharge per 1,000 gallons
\$3,000	\$100	494	\$6.28
[E]	[F]	[G]	
Customer's Current Usage Gallons in 1,000s	Emergency Water Augmentation Surcharge (from Col.D)	Total Emergency Water Augmentation Surcharge on Current Bill	
2	\$6.28	\$12.55	

II.

IV. Plan of Administration

(A) Intent To Bill Emergency Water Augmentation Surcharge: For any month in which water is augmented, after completing its billing for the month and receiving the billing for the month, the Company will calculate the Surcharge Rate using the same methodology discussed herein und shown on Figure A and provide Utilities Division of the Arizona Corporation Commission ("Commission Staff") notice of the Company's intent to bill the Emergency Water Augmentation Surcharge.

(B) Notice to Commission Staff: For any month in which the Company intends to bill customers an Emergency Water Augmentation Surcharge, the Company shall provide Commission Staff notice of the Company's intent to bill the Emergency Water Augmentation Surcharge. The notice to Commission Staff shall include the following:

Applies to all **WATER** service areas

PART SEVEN

**EMERGENCY WATER AUGMENTATION SURCHARGE TARIFF AND PLAN OF
ADMINISTRATION**

1. The Water Augmentation Cost.
2. The Water Augmentation Quantity.
3. A copy of the bill(s) received for the Water Augmentation.
4. A description of the system problem necessitating Water Augmentation and a description of the action being taken by the Company to resolve the problem including the date operations did or are expected to return to normal.
5. The dates for beginning and ending Water Augmentation.
6. A schedule showing the calculation of the Emergency Water Augmentation Surcharge Rate in excel format with formulas intact.
7. Identification of the hauling(s) available. If only one option was available, please state that there was only one option.
8. Whether or not the hauling entity was an affiliate.

(C) Implementation of Emergency Water Augmentation Surcharge: Commission Staff will review the Notice. If the filing is acceptable to Commission Staff, the resulting Surcharge will be charged to Liberty Utilities (Litchfield Park Water & Sewer) Corp. customers as a Emergency Water Augmentation Surcharge to be included on customers monthly bill as a separate line item.

(D) Documentation to Be Maintained: The Company shall maintain documentation for all costs, billing determinants, and revenue recoveries.

(E) Customer Notice: 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 but no later than sixty (60) days after the effective date of the tariff in a form acceptable to Staff.

Applies to all **WASTEWATER** service areas
PART EIGHT
STATEMENT OF CHARGES

I. RATES

In Decision No. 82134, dated August 31, 2026, the Commission authorized the following rates and charges to become effective September 1, 2026:

A. Monthly Usage Charges

Residential:	<u>Charge</u>⁸
Residential Service	\$ 65.91
Multiple Unit Housing – Monthly Per Unit	61.19
Commercial/Non-Residential:	
Small Commercial – Monthly Service	112.11
Commercial Measured Service:	
Regular Domestic – Monthly Service Charge	62.76
Restaurants, Motels, Grocery Store & Dry Cleaning Estab. – Monthly Service	62.76*
Wigwam Resort:	
Wigwam Resort Monthly Rate – Per Room	64.06
Wigwam Resort Main Hotel Facilities – Per Month	2,536.86
Schools:	
Elementary Schools	1,725.05
Middle & High Schools	2,029.48
Community College	3,145.70
Effluent	Market Rate

*Motels without restaurants included (eliminate multi-unit monthly rate provision)

⁸ Customer Assistance Tariff (“CAT”) – A 30% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the CAT qualifications.

Applies to all **WASTEWATER** service areas
PART EIGHT
STATEMENT OF CHARGES

B. Commodity Rates**Commercial/Non-Residential Customers (water usage Data Available)***

Regular Domestic per 1,000 gallons water usage	\$5.72
Restaurants, Motels Grocery Stores & Dry Cleaning Estab, per 1,000 gallons water usage	7.34

Commercial/Non-Residential Customers (influent Data)**

Regular Domestic per 1,000 gallons water usage	\$7.15
Restaurants, Motels Grocery Stores & Dry Cleaning Estab, per 1,000 gallons water usage	10.14

*For Commercial/Non-Residential Customers that are provided with water service from the Company or whose water usage is available to the Company from another water utility, Company shall bill non-residential customers based on water usage data provided by Liberty Utilities or water usage data provided by another local water provider. If, at any point, Company is unable to obtain actual water usage data for such commercial/non-residential customers, Company shall bill non-residential customers based on the last known, most recent usage data as a proxy. Billing shall be trued up when actual data is obtained. If no water data can be obtained, a non-residential customer may be required to install an influent meter at cost and such customers shall be billed in accordance with the influent data rates set forth above.

** For customers that are not receiving water service from the Company, and/or the Company is not receiving water usage data information from another water provider, a meter to measure influent will be installed at cost and paid by customer and such customers shall be billed in accordance with the influent data rates set forth above.

Applies to all **WASTEWATER** service areas**PART EIGHT****STATEMENT OF CHARGES****C. Service Charges**

<u>Service</u>	<u>Charge</u>
Establishment per A.A.C. R14-2-603(D)(1)	\$30.00
Re-Establishment of Service per A.A.C. R14-2-603(D)(1)	(a)
Disconnection	At Cost (b)
Reconnection per A.A.C. R14-2-603(D)(1)	(b)
NSF Check per A.A.C. R14-2-608(E)(1)	\$25 (c)
Deferred Payment (per month)	1.5% per month
Late Charge	(d)
Service Calls - After Hours	\$125 (e)
Deposit Requirement	(f)
Deposit Interest per A.A.C. R14-2-603(B)	6%
Service Lateral Connection Charge – All Sizes	(g)
Collection Main Extension Tariff Per A.A.C R14-2-606(B)	(h)
Influent Meter and Metering System Installation	At Cost (i)
Wastewater Hook-up Fee	At Cost (j)
Failed Final Inspection Fee	\$75

- a) Minimum charge times the number of full months off the system, per A.A.C. R14-2-603(D). For partial months of service, the minimum charge will be billed on a prorated basis.
- b) Customer shall pay the actual cost including costs for excavation and trenching, pipeline modification, sewer block, backfill and grading, road repairs and permitting. Customer will be provided copies of invoices for actual costs incurred. There shall be no charge if no work is performed, per A.A.C. R14-2-603(D)(1)
- c) Liberty Litchfield Park may only charge one NSF fee when customers are billed for water and sewer services on one bill.
- d) Greater of \$5.00 or 1.50% of unpaid balance.
- e) Customer shall be charged for after-hours service calls outside of normal working hours for work performed at customer's request or convenience.
- f) Per A.A.C. R14-2-603(B)(7):
 1. Residential – two times the average bill by class
 2. non-residential – two and one-half times the customer's estimated maximum monthly bill
- g) At cost. Customer/Developer shall install or cause to be installed all Service Laterals as refundable advance in aid of construction.
- h) All Main Extensions shall be completed at cost and shall be treated as refundable advances-in-aid of construction.
- i) The cost of the influent meter and metering system installation shall be at the sole expense of the commercial and industrial user and not subject to refund.
- j) Residential and non-residential – Customers/Developers shall pay the applicable Wastewater Hook-up Fees tariff

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 R14-2-608(D)(5).

Applies to all **WASTEWATER** service areas
PART EIGHT
STATEMENT OF CHARGES

II. TAXES AND ASSESSMENTS

In addition to the collection of regular rates, the Company will collect from its customers a proportionate share of any privilege, sales, use and franchise tax per Commission Rule 14-2-608.D.5.

All Advances or Contributions are to include costs for labor, materials, overheads, and all applicable taxes, including all gross-up taxes for income taxes.

Under applicable law, any contributions or advances provided by a Developer are taxable income to the Utility. In accordance with the Gross-Up Sharing Method policy adopted by the Commission in Decision No. 76974, the Company will collect from the Developer an applicable share of income taxes for the Company's state and federal tax liability on all funds contributed and/or advanced. The funds will be collected prior to the commencement of service.

Applies to all **WASTEWATER** service areas
PART NINE
STATEMENT OF TERMS AND CONDITIONS

I. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, costs shall include labor, materials, other charges incurred, and overhead. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date. However, if the actual cost is more than five percent (5%) greater than the total amount paid, the customer will only be required to pay five percent (5%) more than the total amount paid, unless the Company can demonstrate that the increased costs were beyond its control and could not be foreseen at the time the estimate for the total amount paid was made.
- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any Federal, State or local taxes that are or may be payable by the Company as a result of any tariff or contract for wastewater facilities under which the Customer advances or contributes funds or facilities to the Company.

Applies to all **WASTEWATER** service areas
PART NINE
STATEMENT OF TERMS AND CONDITIONS

II. CUSTOMER DISCHARGE TO SYSTEM

A. Service Subject to Regulation

The Company provides wastewater service using treatment and collection facilities that are regulated by numerous county, state and federal Statutes and Regulations. Those Regulations include limitations as to domestic strength wastewater and the type of wastewater that may be discharged into the system by any person directly or indirectly connected to the plant.

B. Waste Limitations

The Company has established the permissible limits of concentration as domestic strength wastewater and will limit concentration for various specific substances, materials, waters, or wastes that can be accepted in the sewer system, and to specify those substances, materials, waters, or wastes that are prohibited from entering the sewer system. Each permissible limit so established shall be placed on file in the business office of Company, with a copy filed with the Commission. No person shall discharge, or cause to be discharged, any new sources of inflow including, but not limited to, storm water, surface water, groundwater, roof runoffs, subsurface drainage, cooling water, or polluted industrial process waters into the sanitary sewer. Company will require an affidavit from all non-residential customers, and their professional engineer, stating that the wastewater discharged to the system does not exceed domestic strength or applicable pre-treatment standards.

C. Inspection and Right of Entry

Every facility that is involved directly or indirectly with the discharge of wastewater to the Treatment Plant may be inspected by Company as it deems necessary. These facilities shall include but not be limited to sewer; sewage pumping plants; all processes; devices and connection sewer; and all similar sewerage facilities. Inspections may be made to determine that such facilities are maintained and operated properly and are adequate to meet the provisions of these rules and this tariff. Inspections may include the collection of samples. Authorized personnel of Company shall be provided immediate access to all of the above facilities or to other facilities directly or indirectly connected to the Treatment Plant at all reasonable times including those occasioned by emergency conditions. Any permanent or temporary obstruction to easy access to the user's facility to be inspected shall promptly be removed by the facility user or owner at

Applies to all **WASTEWATER** service areas
PART NINE
STATEMENT OF TERMS AND CONDITIONS

the written or verbal request of Company and shall not be replaced. No person shall interfere with, delay, resist or refuse entrance to an authorized Company representative attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the Treatment Plant. Adequate identification shall be provided by Company for all inspectors and other authorized personnel and these persons shall identify themselves when entering any property for inspection purposes or when inspecting the work of any contractor.

All transient motor homes, travel trailers and other units containing holding tanks must arrive at Company's service area in an empty condition. Inspection will be required of said units prior to their being allowed to hookup to the wastewater system.

D. Termination of Water Service for Violation of Wastewater Rules and Regulations

The Company is authorized to discontinue water service to any person connected to both its water and sewer systems who violates Company's wastewater terms and conditions as set forth in this section or in any way creates a public health hazard or the likelihood of such a public health hazard. This termination authority does not apply to non-payment for water or wastewater services.

E. Certain customers are also subject to additional discharge restrictions under the Wastewater Pre-Treatment Standards set forth in PART TWELVE of this Tariff of Rates and Charges.

III. RULES AND REGULATIONS

Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-601 through A.A.C. R14-2-609 will be controlling of Company procedures, unless specifically approved tariffs or Commission Order(s) provide otherwise.

Applies to all **WASTEWATER** service areas
PART TEN
HOOK-UP FEE TARIFF – WASTEWATER

I. PURPOSE AND APPLICABILITY

The purpose of the off-site facilities hook-up fees payable to Liberty Utilities (Litchfield Park Water & Sewer) Corp. (the “Company”) pursuant to this tariff is to equitably apportion the costs of constructing additional off-site facilities to provide wastewater treatment and disposal facilities among all new service laterals. These charges are applicable to all new service laterals undertaken via Collection Main Extension Agreements, or requests for service not requiring a Collection Main Extension Agreement, entered into after the effective date of this tariff. The charges are one-time charges and are payable as a condition to Company’s establishment of service, as more particularly provided below.

II. DEFINITIONS

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

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

“Company” means Liberty Utilities (Litchfield Park Water & Service) Corp. – Wastewater Division.

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

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

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

Applies to all **WASTEWATER** service areas
PART TEN
HOOK-UP FEE TARIFF – WASTEWATER

III. Wastewater Hook-up Fee

For each new residential service lateral, the Company shall collect a Hook-Up Fee of \$2,697 based on the Equivalent Residential Unit (“ERU”) of 270 gallons per day. Commercial and industrial applicants shall pay based on the total ERUs of their development calculated by dividing the estimated total daily wastewater capacity usage needed for service using standard engineering standards and criteria by the ERU factor of 270 gallons per day. For “Active Adult” communities with demonstrated age-restricted zoning and/or CCRs providing for age-restricted living, the Hook-Up Fee for residential properties shall be \$1,070, based on an ERU factor of 190 gallons per day.

IV. Terms and Conditions

(A) Assessment of One Time Off-Site Facilities Hook-up Fee: The off-site facilities hook-up fee may be assessed only once per residential parcel. For non-residential properties that reside on one parcel but have future additional construction that adds additional impact to the Company’s existing wastewater infrastructure, an incremental Hook-Up Fee shall be applied based upon the additional EDU equivalents added by such construction activity.

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

(C) Time of Payment:

- (1) In the event that the person or entity that will be constructing improvements (“Applicant”, “Developer” or “Builder”) is otherwise required to enter into a Collection Main Extension Agreement, payment of the fees required hereunder shall be made by the Applicant, Developer or Builder within 15 days of execution of a Main Extension Agreement.
- (2) In the event that the Applicant, Developer or Builder for service is not required to enter into a Collection Main Extension Agreement, the Hook-Up Fee charges hereunder shall be due and payable at the time wastewater service is requested for the property.

Applies to all **WASTEWATER** service areas
PART TEN
HOOK-UP FEE TARIFF – WASTEWATER

(D) Off-Site Facilities Construction by Developer: Company and Applicant, Developer, or Builder may agree to construction of off-site facilities necessary to serve a particular development by Applicant, Developer or Builder, which facilities are then conveyed to Company. In that event, Company shall credit the total cost of such off-site facilities as an offset to off-site hook-up fees due under this Tariff. If the total cost of the off-site facilities constructed by Applicant, Developer or Builder and conveyed to Company is less than the applicable off-site hook-up fees under this Tariff, Applicant, Developer or Builder shall pay the remaining amount of off-site hook-up fees owed hereunder. If the total cost of the off-site facilities contributed by Applicant, Developer or Builder and conveyed to Company is more than the applicable off-site hook-up fees under this Tariff, Developer or Builder shall be refunded the difference upon acceptance of the off-site facilities by the Company.

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

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

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

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

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

Applies to all **WASTEWATER** service areas
PART TEN
HOOK-UP FEE TARIFF – WASTEWATER

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

(K) Status Reporting Requirements to the Commission: The Company shall submit a calendar year Off-Site Facilities Hook-Up Fee status report each January to Docket Control for the prior twelve (12) month period, beginning May 2027, until the hook-up fee tariff is no longer in effect. This status report shall contain a list of all customers that have paid the hook-up fee tariff, the amount each has paid, the physical location/address of the property in respect of which such fee was paid, the amount of money spent from the account, the amount of interest earned on the funds within the tariff account, and an itemization of all facilities that have been installed using the tariff funds during the 12 month period.

(L) Large Users: Large users requiring wastewater treatment capacity exceeding 25,000 gallons per day are considered Large Users. Large Users will be required to enter into a separate agreement with the Company that will define the terms and conditions of any hook-up fees required from that customer to provide service, including the amount, timing and nature of the hook-up fees, as well as any other pertinent terms and conditions. In the absence of any specific terms and conditions set forth in such an agreement to the contrary, the terms and conditions as set forth in Section IV of this tariff will apply.

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

Applicability

Applicable to residential water and wastewater service for domestic use rendered to individuals who meet all the program qualifications and special conditions of this rate schedule.

Programs

This Customer Assistance Tariff (CAT) contains the following programs: (1) Low-Income Program; (2) Deployed Services Member Program; and (3) Disabled Veteran Program. Collectively, these three programs are referred to as the “Customer Assistance Programs”.

Territory

Within all customer service areas served by Liberty Utilities (Litchfield Park Water & Sewer) Corp. (“Liberty” or “Company”).

Rates

Thirty percent (30%) discount applied to the regular filed tariff.

Program Qualifications

1. The Liberty bill must be in your name and the address must be your primary residence.
2. You may not be claimed as a dependent on another person’s tax return.
3. You must reapply each time you move residences.
4. You must renew your application once every year, or sooner, if requested.
5. You must notify Liberty within thirty (30) days if you become ineligible for the CAT.

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

Special Conditions

1. Application: An application on a form authorized by the Commission is required for each request for service under this schedule. A customer must reapply every year or sooner, if requested.
2. Commencement of Rate: Eligible customers whose applications have been approved shall be billed on this schedule commencing with the next regularly scheduled billing period that follows receipt of application by Liberty.
3. Verification: Information provided by the applicant is subject to verification by Liberty. Refusal or failure of a customer to provide documentation of eligibility acceptable to Liberty, upon request by Liberty, shall result in removal from this rate schedule.
4. Notice from Customer: It is the customer's responsibility to notify Liberty if there is a change of eligibility status.
5. Rebiling: Customers may be re-billed retroactively for periods of ineligibility under the applicable rate schedule.
6. Participation Limit: The CAT (for all three programs included) is limited to 5,000 water division customers and 5,000 wastewater division customers of the Company. Applications will be reviewed and approved on a first come, first serve basis. Applicants will be placed on a waiting list if the participation limit has been met.
7. Qualification: A customer that qualifies for more than one program will only receive benefits from one program per year. CAT benefits will not be combined or accumulated.

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

LOW INCOME PROGRAM

To qualify for the low income program, the total gross annual income of all persons living in your household cannot exceed the income levels below:

Effective xxxx xx, xxxx

<u>No. of Person in Household</u>	<u>Total Gross Annual Income*</u>
1	\$31,300
2	\$42,300
3	\$53,300
4	\$64,300
5	\$75,300
6	\$86,300

For families/households with more than 6 persons, add \$11,000 for each additional person.

***Qualifying annual incomes are set at 200 percent of the 2025 federal poverty levels for the first year, and will be adjusted annually to maintain qualifying incomes at 200 percent of the federal poverty level for each subsequent year.**

Acceptance into the program is subject to verification of income source.

For the purpose of the program the “gross household income” means all money and non-cash benefits, available for living expenses, from all sources, both taxable and non-taxable, before deductions for all people who live in your home. This includes, but is not limited to:

Wages or salaries	Social Security, SSI, SSP	Rental or royalty income
Interest or dividends from:	Scholarships, grants, or other	Profit from self-employment
Savings account, stocks or	aid	(IRS form Schedule C, Line
bonds	used for living expenses	29)
Unemployment benefits	Disability payments	Worker’s Compensation
TANF (AFDC)	Food Stamps	Child Support
Pensions	Insurance settlements	Spousal Support
Gifts		

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

DEPLOYED SERVICES MEMBER PROGRAM

This program allows the Company to provide a 30% discount to deployed service members of the United States Military. The Company will provide the credit on the deployed service member's bill provided that the following criteria are met:

The Company will provide the credit on the deployed service member's bill provided that the following criteria are met:

1. Deployment is not a "permanent change of station." Permanent change of station requires a service member to permanently change his or her place of residence, paid for by the applicable military branch. A service member's decision to keep a secondary residence in Arizona would be discretionary and would not qualify for this credit.
2. Deployed member does not have family living in the premises. Short term deployments, where a spouse and/or dependents remain in the United States would not qualify, as the service member would receive separate compensation from the military to cover domestic expenses while deployed.
3. The deployed service member is an active member of the military (*e.g.*, Air Force, Army, Coast Guard, Marines, Space Force, and Navy), as defined by 10 U.S.C. § 101(a)(4), and includes any member of the Reserves or National Guard called to active duty.

Administration

1. Participation shall be determined on a first come, first served basis.
2. Each service member's eligibility must be verified based on written orders from the service member's command.
3. Continued eligibility will be determined periodically through a recertification process.
4. The Company is permitted to seek Commission approval to change participant limits based on level of participation.
5. Qualifying annual incomes are set at 200 percent of the 202X federal poverty levels.

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

DEPLOYED SERVICES MEMBER PROGRAM

Effective xxxx xx, xxxx

<u>No. of Person in Household</u>	<u>Total Gross Annual Income*</u>
1	\$31,300
2	\$42,300
3	\$53,300
4	\$64,300
5	\$75,300
6	\$86,300

For families/households with more than 6 persons, add \$11,000 for each additional person.

***Qualifying annual incomes are set at 200 percent of the 2025 federal poverty levels for the first year, and will be adjusted annually to maintain qualifying incomes at 200 percent of the federal poverty level for each subsequent year.**

Acceptance into the program is subject to verification of income source.

For the purpose of the program the “gross household income” means all money and non-cash benefits, available for living expenses, from all sources, both taxable and non-taxable, before deductions for all people who live in your home. This includes, but is not limited to:

Wages or salaries	Social Security, SSI, SSP	Rental or royalty income
Interest or dividends from:	Scholarships, grants, or other	Profit from self-employment
Savings account, stocks or	aid	(IRS form Schedule C, Line
bonds	used for living expenses	29)
Unemployment benefits	Disability payments	Worker’s Compensation
TANF (AFDC)	Food Stamps	Child Support
Pensions	Insurance settlements	Spousal Support
Gifts		

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

DISABLED MILITARY VETERAN PROGRAM

This program allows the Company to provide a 30% discount to disabled military veterans of the United States Military. The Company will provide the credit on the disabled military veteran's bill provided that the following criteria are met:

The Company will provide the credit on the disabled military veteran's bill provided that the following criteria are met:

1. Disabled military veteran was honorably discharged from the armed forces.
2. Disabled military veteran must have a permanent disability rating related to their military duty service.
3. The disabled military veteran must have been an active member of the military (*e.g.*, Air Force, Army, Coast Guard, Marines, and Navy), as defined by 10 U.S.C. § 101(a)(4), and includes any member of the Reserves or National Guard called to active duty.

Administration

1. Participation shall be determined on a first come, first served basis.
2. Each service member's eligibility must be verified based on documentation demonstrating a medical discharge or other written documentation from the United States Department of Defense or Department of Veteran Affairs.
3. Continued eligibility will be determined periodically through a recertification process.
4. The Company is permitted to seek Commission approval to change participant limits based on level of participation.
5. Qualifying annual incomes are set at 200 percent of the 202X federal poverty levels

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

DISABLED MILITARY VETERAN PROGRAM

Effective xxxx xx, xxxx

<u>No. of Person in Household</u>	<u>Total Gross Annual Income*</u>
1	\$31,300
2	\$42,300
3	\$53,300
4	\$64,300
5	\$75,300
6	\$86,300

For families/households with more than 6 persons, add \$11,000 for each additional person.

***Qualifying annual incomes are set at 200 percent of the 2025 federal poverty levels for the first year, and will be adjusted annually to maintain qualifying incomes at 200 percent of the federal poverty level for each subsequent year.**

Acceptance into the program is subject to verification of income source.

For the purpose of the program the “gross household income” means all money and non-cash benefits, available for living expenses, from all sources, both taxable and non-taxable, before deductions for all people who live in your home. This includes, but is not limited to:

Wages or salaries	Social Security, SSI, SSP	Rental or royalty income
Interest or dividends from:	Scholarships, grants, or other	Profit from self-employment
Savings account, stocks or	aid	(IRS form Schedule C, Line
bonds	used for living expenses	29)
Unemployment benefits	Disability payments	Worker’s Compensation
TANF (AFDC)	Food Stamps	Child Support
Pensions	Insurance settlements	Spousal Support
Gifts		

Applies to all service areas
PART ELEVEN
CUSTOMER ASSISTANCE TARIFF
DOMESTIC SERVICE - SINGLE FAMILY ACCOMMODATION

RECOVERY OF COST OF CUSTOMER ASSISTANCE TARIFF AND CUSTOMER
SURCHARGES

The Company shall recover the CAT costs from a monthly CAT surcharge on all residential and non-residential water customers who are not participating in the CAT. Liberty is entitled to seek recovery of direct costs (*i.e.*, those costs directly associated with the programs, which costs would not be incurred in the absence of the programs). The Company shall account for those direct costs separately from other operating costs.

Liberty shall be entitled to implement a CAT surcharge on non-participating residential and non-residential water as follows.

- For customers participating in the CAT, the Company shall maintain a balancing account detailing the beginning and ending balance of the cumulative unrecovered program costs each month.
- Liberty's authorized rate of return shall be applied monthly to the average of the beginning balances of the cumulative unrecovered program costs for water service and included in the beginning balances for the following month.
- Using the balancing account, Liberty shall calculate the monthly surcharge for each customer as follows:

(Ending Balance for Low-Income Tariff Balancing Account including amortized carrying costs during recovery period /Number of active non-participating water connections at year end)/12

- The ending balance in the balancing account shall equal the beginning balances plus discounts allowed on bills for the twelve month tracking period, plus direct program costs incurred in the twelve month period plus the return less surcharge fees billed in the twelve month tracking period.
- Liberty shall implement a monthly surcharge for the CAT for each twelve month period of the CAT. The Company shall calculate the monthly surcharge each year based on the active number of customer connections as of December 31 of the prior year. The Company shall file notice of the surcharge, along with a report on the CAT, with the Arizona Corporation Commission on or before January 31 and the surcharge shall be implemented on customer bills in February of each year with the recovery period ending in January of the following year.

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

ADEQ Public Water System:

ADEQ Public Water System Number: 07-046

SECTION 1 – PRETREATMENT PROGRAM

1.0 INTRODUCTION

To control the discharge of pollutants to the Nation's waters, the Clean Water Act (CWA) requires the Environmental Protection Agency (EPA) to promulgate regulations related to discharges. Discharges from non-domestic dischargers can impact the operations of Water Reclamation Facilities (WRFs) and Publicly Owned Treatment Works (POTWs) as the pollutants can pass through or interfere with the operations of the plants, threaten worker's health and safety, or contaminate sludges. The WRFs and POTWs are designed to treat domestic sewage. The non-domestic discharges are regulated by the National Pretreatment Program. Industrial and commercial dischargers (known as IUs) are required to obtain permits, or other control mechanisms to discharge wastewater to the POTW/WRF under the National Pretreatment Program. EPA promulgated the General Pretreatment Regulations (Title 40 Code of Federal Regulations (CFR) Section 403), which defines the National Pretreatment Program. The Arizona Administrative Code (AAC R18-9-A905(A)(8)(b)) incorporates the General Pretreatment Program/Regulations.

Liberty Utilities (Litchfield Park Water & Sewer) Corp. (hereinafter referred to as Liberty Utilities) operates the Palm Valley Water Reclamation Facility (PVWRF) located at McDowell Road and Litchfield Park Road and the Sarival Water Reclamation Facility (SWRF) located at Sarival Avenue and McDowell Road. PVWRF can treat up to 6.9 million gallons per day (MGD) of wastewater and the SWRF can treat up to 4.0 million gallons per day (MGD), collectively "Facilities." The Facilities are owned and operated by Liberty Utilities and serve the Litchfield Park and Goodyear communities. Liberty Utilities can regulate discharges from IUs for potential contaminants of concern to minimize impact on its POTW/WRF under Liberty Utilities' Industrial Pretreatment Program and Tariff.

The discharge of toxic and other harmful pollutants from IUs can be effectively controlled through a local pretreatment program that is based on these regulations, structured to address specific local concerns, and enforced through Liberty Utilities Industrial Pretreatment Program and Tariff.

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

The objective of a Pretreatment Program (the General Pretreatment Regulations of the Clean Water Act (40 CFR, Part 403)) is to:

- to promote consistent application of pretreatment requirements among customers and to maintain the integrity of Liberty Utilities - PVWRF and SWRF so that the continuity of safe and reliable service to all customers and the protection of the environment are preserved.
- to prevent the introduction of pollutants into the POTW/WRF that will interfere with its operation.
- to prevent the introduction of inadequately treated pollutants into the collection systems that will pass through the POTW/WRF into the receiving waters, the atmosphere, and landfills, or otherwise be incompatible with the POTW/WRF.
- to protect both POTW/WRF personnel who may be affected by wastewater and sludge in the course of their employment and the general public.
- to promote reuse and recycling of industrial wastewater and sludge from the POTW/WRF.
- to provide fees for the apportionment of the costs of operation, maintenance, and improvement of the POTW/WRF.
- to enable Liberty Utilities to comply with its AZPDES conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW/WRF is subject.

The Pretreatment Program and tariff document (collectively, Tariff) shall apply to all IUs Liberty Utilities receiving service from Liberty Utilities. The Pretreatment Program sets forth uniform requirements for industrial discharges into the WRFs, and also establishes a separate industrial discharge permit requirement IUs. The Pretreatment Program includes the issuance of individual wastewater discharge permits; provides monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires IUs reporting; and provides for the setting of fees for the apportionment of costs resulting from the program established herein.

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

1.1 ADMINISTRATION

Except as otherwise provided herein, Liberty Utilities shall administer, implement, and enforce the provisions of this Pretreatment Program. Any powers granted to, or duties imposed upon, Liberty Utilities may be delegated by Liberty Utilities to a duly authorized employee of Liberty Utilities.

1.2 ABBREVIATIONS

The following abbreviations, when used in this document shall have the designated meanings:

AAC	Arizona Administrative Code
ADEQ	Arizona Department of Environmental Quality
APP	Aquifer Protection Permit
ARS	Arizona Revised Statute
AZPDES	Arizona Pollutant Discharge Elimination System
BOD	Biochemical Oxygen Demand (mg/l, typically 5-day equivalent)
BMP	Best Management Practice
BMR	Baseline Monitoring Report
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COD	Chemical Oxygen Demand (mg/l)
COP	Code of Practice
DMA	Designated Management Agencies
DPA	Designated Planning Agency
EPA	U.S. Environmental Protection Agency
GPD	Gallons per day
IU	Industrial User
O&M	Operation and Maintenance
MAG	Maricopa Association of Governments
mg/L	milligrams per liter
MGD	Million Gallons per Day
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIU	Significant Industrial User
SNC	Significant Noncompliance
TSS	Total Suspended Solids (mg/l)
TRC	Technical Review Criteria
U.S.C.	United States Code
WMU	Wastewater Management Utilities
WRF	Water Reclamation Facility
U.S.C.	United States Code

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

1.3 APPLICABILITY

These Pretreatment Standards and Program requirements apply to any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances of wastewater to the Facilities.

The Pretreatment Program is applicable as follows:

- A. IUs or users subject to the National Categorical Pretreatment Standards. Any IU, as defined herein, or user subject to the National Categorical Pretreatment Standards (40 CFR Chapter I, Subchapter N - Effluent Guidelines and Standards) shall meet the Pretreatment Standards and the requirements of the Pretreatment Program including applicable categorical standards.
- B. All Non-Residential Dischargers. Any Non-Residential Discharger irrespective of their designation as an IU, shall meet the Pretreatment Standards as described herein for:
 - (1) Specific Limitations (Section 3.0).
 - (2) Local Regulatory Limits based on concentrations and daily flow.
 - (a) Prohibited Waste (Section 3.1)
 - (b) Restricted Waste (Section 3.2)
- C. This application extends to Non-Residential Dischargers, IUs, users subject to the National Categorical Pretreatment Standards and Residential Dischargers who operate practices, or systems from a residence, that changes the constituent nature of the wastewater produced by the customer.
- D. This application extends to PART THIRTEEN of the Tariff 'Code of Practice'.

1.4 DEFINITIONS

- A. Act or (the Act.) The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.
- B. Approval Authority. Arizona Department of Environmental Quality, Arizona. *See* Arizona Administrative Code R18-9-A905(A)(8).

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

C. Authorized or Duly Authorized Representative of the IU.

(1) If the IU is a corporation:

- (a) The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation.
- (b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is (i) authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; (ii) can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and (iii) where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the IU is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the IU is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to Liberty Utilities.

D. Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).

E. Best Management Practices (or BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b) and/or the Arizona Administrative Code (AAC) R18-9-A905(A)(8)(b). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

- F. Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of IUs and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471c.
- G. Categorical Industrial User or (CIU). An IU subject to a categorical Pretreatment Standard or Categorical Standard.
- H. Liberty Utilities Manager. A duly authorized representative of Liberty Utilities.
- I. Liberty Utilities Organizational Structure. Liberty Utilities, through a duly authorized representative, Liberty Utilities shall administer this Pretreatment Program and Tariff.
- J. Chemical Oxygen Demand or (COD). A measure of the oxygen (as chemical) required to chemically oxidize all compounds, both organic and inorganic, in water.
- K. Control Authority. Liberty Utilities (Liberty Utilities).
- L. Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day. Total mass is a product of concentrations and daily total flow.
- M. Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day
- N. Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.
- O. Existing Source. Any source of discharge that is not a "New Source."
- P. Grab Sample. A sample that is taken from a waste stream without regard to the flow in the waste stream and over a period not to exceed fifteen (15) minutes.
- Q. Industrial User (IU). A customer who generates a source of Indirect Discharge (40 CFR § 403.3).

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

- R. Indirect Discharge or Discharge. The introduction of pollutants into the POTW/WRF from any nondomestic source.
- S. Instantaneous Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected independent of the industrial flow rate and the duration of the sampling event.
- T. Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW/WRF, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of Liberty Utilities' AZPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Clean Water Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.
- U. Local Regulatory Limit. Specific discharge limits developed and enforced by Liberty Utilities upon industrial, or commercial facilities, to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).
- V. Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
- W. Monthly Average. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
- X. Monthly Average Limit. The highest allowable of "daily maximum discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

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Y. New Source

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act that will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:
 - (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
 - (c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
- (2) Construction on a site at which an Existing Source is located and results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
 - (a) Begun, or caused to begin, as part of a continuous onsite construction program:
 - i. any placement, assembly, or installation of facilities or equipment; or
 - ii. significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.
 - (b) Entered a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

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- AA. Noncontact Cooling Water. Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
- BA. Non-Residential Discharger. A customer discharging into Liberty Utilities that is engaged in any activity that changes the constituent nature of the wastewater from typical household wastewater.
- CA. Pass Through. A discharge which exits the POTW/WRF into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of Liberty Utilities' AZPDES permit, including an increase in the magnitude or duration of a violation.
- DA. Person. Any individual, partnership, corporation, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.
- EA. pH. A measure of the acidity, or alkalinity, of a solution, expressed in standard units.
- FA. Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical waste, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
- GA. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW/WRF. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
- HA. Pretreatment Requirements. Any substantive, or procedural requirement, related to pretreatment imposed on an IU, other than a Pretreatment Standard.
- IA. Pretreatment Standards or Pretreatment Requirements. Prohibited discharge standards, categorical Pretreatment Standards, and Local Regulatory Limits.
- JA. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances. These prohibitions appear in Sections 3 and 3.1 of this Pretreatment Program.

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- KA. Publicly Owned Treatment Works (POTW). A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a state or municipality (as defined by Section 502(4) of the Clean Water Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW. The term also means the municipality as defined in Section 502(4) of the Clean Water Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a wastewater treatment plant.
- LA. Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks
- MA. Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).
- NA. Significant Industrial User (SIU).
- (1) An IU subject to categorical Pretreatment Standards
 - (2) An IU that:
 - (a) Discharges an average of twenty-five thousand (25,000) gpd, or more of process wastewater, to the POTW/WRF (excluding sanitary, noncontact cooling and boiler blowdown wastewater);
 - (b) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic, or organic (BOD, ammonia, and/or total nitrogen) capacity of the POTW/WRF; or
 - (c) Is designated as such by Liberty Utilities on the basis that it has a reasonable potential for adversely affecting the POTW's/WRF's operations, or for violating any Pretreatment Standard, or Requirement.
 - (3) Liberty Utilities may determine that an IU is subject to categorical Pretreatment Standards, hereinafter referred to as a Non-Significant Categorical IU, rather than a SIU on a finding that the IU never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
 - (a) The IU, prior to Liberty Utilities' finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements.

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- (b) The IU annually submits the certification statement required in Section 7.7.14, together with any additional information necessary to support the certification statement.
- (c) The IU never discharges any untreated concentrated wastewater.
- (4) Upon a finding that an IU meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's/WRF's operation or for violating any Pretreatment Standard or Requirement, Liberty Utilities may at any time, on its own initiative or in response to a petition received from an IU, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such IU should not be considered a SIU.
- OA. Slug Load or Slug Discharge. Any discharge at a flow rate or concentration could cause a violation of the prohibited discharge standards in Section 3 of the Pretreatment Program. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's/WRF's regulations, Local Limits or Permit conditions.
- PA. Storm Water: Any flow occurring during, or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
- QA. Total Suspended Solids or Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.
- RA. User or Industrial User. A source of indirect discharge.
- SA. Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTWWRF.
- TA. Wastewater Treatment Plant or Treatment Plant. That portion of the POTW/WRF which is designed to provide treatment of municipal sewage and industrial waste.
- UA. Water Reclamation Facility (WRF). A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by Liberty Utilities. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage, or industrial wastes, of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

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SECTION 2 - AUTHORITYPretreatment Requirements apply to POTWs/WRFs

Regulations under the Federal Water Pollution Control Act (also known as the Clean Water Act), require POTWs/WRFs to develop a pretreatment program for any POTW/WRF (or combination of POTWs operated by the same authority) with a total design flow greater than 5 million gallons per day (MGD) within a single collection system and receive wastewater from Industrial Users pollutants which Pass Through or may Interfere with the operation of the WRF, or are otherwise subject to Pretreatment Standards.

Liberty Utilities is a Water Management Utility Under Section 502(4) of the Clean Water Act

Section 208 of the Clean Water Act devolves regional water quality management Designated Planning Agencies, or DPAs. In this case, the DPA is the Maricopa Association of Governments (MAG), and MAG maintains a Section 208 Area-wide Water Quality Management Plan (the MAG 208 Plan) detailing the management of wastewater, recycled water and biosolids within Maricopa County.

DPAs engage other agencies for the management and execution of the short- and long-term strategies of the DPA. These agencies are Designated Management Agencies (DMAs) and Wastewater Management Utilities (WMUs). While a DMA and a WMU perform the same functions, they are organizationally different: DMAs are governmental entities; WMUs are public service corporations.

A DMA is defined as “a local government subdivision that is certified by ADEQ as having adequate resources and capabilities to design, operate, and maintain wastewater facilities and the desire to implement portions of the MAG 208 Plan.” A WMU is “a privately-owned centralized wastewater treatment facility and a collection system that provides services to multiple properties. To be a WMU, ADEQ must certify that the entity has the resources, capability, and desire to function as a DMA.” In addition, to be established as a WMU, the private entity must provide a 20-year future growth plan and coordinate with neighboring DMAs and other WMUs that will implement other strategies in the MAG 208 Plan.

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Liberty Utilities – Responsibilities as a WMU

Pursuant to Section 208(c)(2) of the Clean Water Act, a DMA or designated WMU must be able to:

- Carry out appropriate portions of a regional 208 Plan.
- Manage effectively waste treatment facilities and related facilities in conformance with the 208 Plan.
- Design, construct, operate, and maintain new and existing wastewater treatment facilities, directly or by contract, as required by any plan established to fulfill Section 208 planning requirements.
- Accept and utilize grants or other funds from any source for waste treatment management purposes.
- Raise revenues, including assessment of waste treatment changes.
- Incur short-term and long-term indebtedness.
- Assure in the implementation of the regional 208 Plan that each participating community pays its proportionate share of treatment costs.
- Refuse to receive any waste from any municipality or subdivision which does not comply with any provisions of an approved plan established to fulfill Section 208 planning requirements.
- Accept industrial waste for treatment.

Liberty Utilities has an approved 208 Plan Amendments, approved by the applicable governmental authority for each of the Liberty Utilities.

Pretreatment Requirements apply to Non-Domestic Sources of Wastewater

Under 40 CFR 403.1(b), pretreatment requirements apply to:

- (1) Pollutants from non-domestic sources covered by Pretreatment Standards which are indirectly discharged into or transported by truck or rail or otherwise introduced into POTW/WRF as defined in 40 CFR § 403.3.
- (2) POTW/WRF which receives wastewater from sources subject to National Pretreatment Standards.
- (3) States which have or are applying for National Pollutant Discharge Elimination System (NPDES) programs approved in accordance with section 402 of the Act.
- (4) Any new or existing source subject to Pretreatment Standards. National Pretreatment Standards do not apply to sources which Discharge to a sewer which is not connected to a POTW/WRF.

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In Arizona, the requirements of the federal pretreatment standards have been incorporated by reference as AAC R18-9-A905(A)(8)(b).

The Pretreatment Standards and Pretreatment Program are Approved ACC Tariffs

Liberty Utilities - Pretreatment Standards and the Pretreatment Program have been adopted in the Corporation's Terms and Conditions of Service and are approved Tariffs.

SECTION 3 - PRETREATMENT STANDARDS

Liberty Utilities enforces pretreatment standards by limiting the discharges as described below and will review pretreatment prior to approval of any industrial non-domestic discharge into its wastewater systems.

- A. **General Prohibitions.** No IU or non-residential discharger shall introduce or cause to be introduced into the POTW/WRF any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all IUs and non-residential dischargers of the POTW/WRF whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirement.

In addition to those pollutants classified as Prohibited Waste (Section 3.1), the following are prohibited from discharge into the Liberty Utilities POTW/WRF:

- (1) Discharge of any substances which will inhibit the operation or performance of the Liberty Utilities - PVWRF and SWRF or pass through the system and cause Liberty Utilities - PVWRF and SWRF to violate any requirements of any operating or discharge permit issued by the county, state or federal government, or any WMU discharge permit limits.
- (2) Discharge of any substance which may cause the Liberty Utilities - PVWRF and SWRF reclaimed water or treatment residues, biosolids or scum to be unsuitable for reclamation, reuse, or disposal or which may interfere with such reclamation, reuse, or disposal processes.
- (3) Discharge of any wastewater which causes the Liberty Utilities - PVWRF and SWRF effluent to exhibit toxicity to test organisms in a standard biological toxicity test as defined by local, state, or federal requirements, or which the Company determines would be toxic to or impede the treatment capabilities of the biological processes in the Liberty Utilities PVWRF and SWRF

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- (4) Discharge of any substance which may cause the Liberty Utilities - PVWRF and SWRF to be in a noncompliance with biosolids use or disposal criteria, guidelines or regulations developed under Section 405 of the Clean Water Act, any criteria, guidelines or regulations affecting biosolids uses or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or state or local standards applicable to the biosolids management method adopted by Liberty Utilities and/or local and state authorities.
- (5) Discharge of any wastewater containing hazardous substances, toxic, conventional, or non-conventional pollutants in sufficient quantity, either singly or by interaction, which could injure or interfere with any wastewater treatment process, constitutes a health or safety hazard to humans or animals, or exceed the limitations set forth in the Local Regulatory Limits (Section 3.4) or the categorical pretreatment standards appropriate for the specific industrial user is prohibited. Hazardous substances, toxic, conventional or non-conventional pollutants will include, but not be limited to, any pollutant identified in 40 CFR Part 122, Appendix D - Tables II, III, IV, and V (AZPDES Permit Limits that are applicable), or substances alone or in combination with other constituents that are determined to be toxic by the toxicity test as defined in 40 CFR Part 136 for wastewater or the toxicity characteristic leaching procedure test as defined in 40 CFR Part 261 for biosolids.

B. Local Regulatory Limits

No industrial user of the Liberty Utilities - PVWRF and SWRF shall discharge wastes or wastewaters included in this Section and having concentrations of pollutants higher than those listed in this Section.

The Local Regulatory Limits apply at the point where the wastewater is discharged to the POTW/WRF.

All concentrations for metallic substances are for total metal unless indicated otherwise. Liberty Utilities may impose mass limitations in addition to the concentration-based limitations herein.

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3.1 PROHIBITED WASTE

Prohibited Waste means material or waste streams that shall not be discharged to any of the collection systems operated by Liberty Utilities – PVWRF and SWRF.

This includes any waste, other than sanitary waste, which by itself or in combination with another substance either:

- (1) constitutes or may constitute a significant health or safety hazard to any person;
- (2) may interfere with any sewer or sewage treatment process;
- (3) may cause a discharge from a sewage facility to contravene any requirements of or under any ADEQ APP, AZPDES discharge permit, Reuse permit, direct or indirect potable water reuse, or any other act, or any other law or regulation governing the quality of the discharge, or may cause the discharge to result in a hazard to people, animals, property or vegetation; or
- (4) may cause biosolids to fail criteria for beneficial land application

Prohibited Wastes include:

Non-Sanitary Wastewater

Discharge of storm water, surface water, ground water, artesian well water, roof runoff, or subsurface drainage.

Air Contaminant Waste

Any waste other than sanitary waste which, by itself or in combination with another substance, is capable of creating, causing or introducing an air contaminant outside any sewer or sewage facility or is capable of creating, causing or introducing an air contaminant within any sewer or sewage facility which would prevent safe entry by authorized personnel.

Flammable or Explosive Waste or High Temperature Wastes

A high temperature waste is any waste which, by itself or in combination with another substance, will create heat in amounts which will interfere with the operation and maintenance of a sewer or sewage facility or with the treatment of waste in a sewage facility.

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Discharge of any waste streams with a closed cup flash point of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in federal regulations, 40 CFR § 261.21.

Wastewater having a temperature greater than 100 degrees F, or which will inhibit biological activity in the POTW/WRF resulting in interference.

In addition, any waste which, by itself or in combination with another substance, is capable of causing or contributing to an explosion or supporting combustion in any sewer or sewage facility including, but not limited to gasoline, naphtha, propane, diesel, fuel oil, kerosene or alcohol.

Discharge of any liquids, solids or gases that by reason of their nature or quantity are, or may be, sufficient either alone or by interaction to cause fire or explosion or be injurious in any other way to either:

- (1) the operation of the Liberty Utilities wastewater collection system or the Liberty Utilities – PVWRF and/or SWRF.
- (2) the integrity of the sewer system or cause a danger to the public health or safety.

Reactive Waste

Any waste which, by itself, or in combination with another substance, is capable of causing or contributing to an undesirable physical or chemical reaction when introduced to sanitary sewer systems, including endothermic reactions, exothermic reactions, precipitation, etc.

Odorous Waste

Discharge of any noxious or malodorous liquids, gases or solids which, either singly or by interaction, can create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers without specialized hazardous material protective equipment or clothing for sewer maintenance or repair.

pH Waste

Any non-domestic waste which, at the point of discharge into a sewer, has a pH lower than 5.5 or higher than 9.0, as determined by either a grab or a composite sample.

Slug Loads

Discharge of any slug load as defined in Sections 1.4 of this Tariff, including oxygen demanding pollutants (BOD, etc.), released in a single extraordinary discharge episode of such volume or strength as to cause interference to Liberty Utilities – PVWRF or SWRF.

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Obstructive Waste

Discharge of any solid or viscous substances that will or may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater system.

This includes any waste which, by itself or in combination with another substance, is capable of obstructing the flow of, or interfering with, the operation or performance of any sewer or sewage facility including, but not limited to: earth, sand, sweepings, gardening or agricultural waste, ash, chemicals, paint, metal, glass, sharps, rags, cloth, tar, asphalt, cement-based products, plastic, wood, waste portions of animals, fish or fowl, and solidified fat.

Corrosive Waste

Any waste with corrosive properties which, by itself or in combination with any other substance, may cause damage or hazard to any sewer or sewage facility or structure, interference with operations or which may prevent safe entry by authorized personnel.

Radioactive Waste

Discharge of any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as to exceed limits established by the local, state or federal regulations.

Oily Waste

Discharge of any petroleum oil, non-biodegradable cutting oil or products of mineral oil origin that will cause Interference or Pass Through the Liberty Utilities – PVWRF or SWRF.

Biomedical Waste

Any of the following categories of biomedical waste: human or animal anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human or animal blood and body fluids.

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Miscellaneous Prohibited Wastes

Any of the following wastes:

- a. Seawater
- b. Polychlorinated biphenyl compounds (PCBs)
- c. chlorinated phenols
- d. pesticides
- e. tetrachloroethylene
- f. 4,4' - DDE
- g. 4,4' -DDT
- h. Aldrin
- i. BHC-Alpha
- j. BHC-Gamma (Lindane)
- k. Heptachlor
- l. Heptachlor Epoxide
- m. Per- and polyfluoroalkyl substances – known as PFAS

Pollutants which result in the presence of toxic gases, vapors, or fumes within the WRF/POTW in a quantity that may cause acute worker health and safety problems.

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3.2 RESTRICTED WASTE

Restricted waste means waste that may be permitted to be discharged to collection systems operated by Liberty Utilities but have specific criteria which must be met prior to that discharge.

These include:

Non-Residential Wastewater

Condensate, non-contact cooling water and industrial or commercial wastewater unless specifically authorized by the Liberty Utilities in the Pretreatment Program.

Food Waste

Any non-domestic waste from cooking and handling of food that, at the point of discharge into a sewer, contains particles larger than 0.5 centimeters in any dimension.

Trucked or Hauled Waste

Discharge of any trucked or hauled pollutants, unless the hauler has first obtained written approval from Liberty Utilities in accordance with the Pretreatment Program (Section 4).

Detergent Waste

Discharge of detergents, surface active agents, or other substances which might cause excessive foaming in the POTW/WRF.

Sludges & Residue

Sludges, screenings, and other residues from the pretreatment of industrial wastes or from the cleaning of interceptors or sewer collection systems.

Dyes and Coloring Material

Discharge of any substance with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, where the dye is used by Liberty Utilities, or one or more of its agents, as a tracer. Discharge of portable toilet contents utilizing dyes is strictly prohibited.

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Petroleum Oil

Nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through.

Other Pollutants

Other pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

3.3 STATE PRETREATMENT STANDARDS

IUs must comply with AAC R18-9-A905(A)(8) – Effluent guidelines and standards.

3.4 LOCAL LIMITS

- A. Liberty Utilities is authorized to establish Local Limits pursuant to 40 CFR 403.5(c). Any waste which, at the point of discharge into a sewer, contains any contaminant at a concentration in excess of the limits set out Title 18, Chapter 4 of the Arizona Administrative Code. or as more specifically defined in the tables below. All concentrations are expressed as total concentrations which includes all forms of contaminants, whether dissolved or undissolved. The concentration limits apply to both grab and composite samples. Contaminant definitions and methods of analysis are outlined in standard methods.
- B. The following pollutant limits are established to protect against Pass Through and Interference. No person shall discharge wastewater containing in excess of the following Daily Maximum Limits:

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CONVENTIONAL POLLUTANTS [mg/L]		
	Monthly Average	Daily Maximum
Biochemical Oxygen Demand (BOD)	350	525
Chemical Oxygen Demand (COD)	1000	1500
Ammonia	55	80
Total Nitrogen- as NO ₃	100	150
Oil and Grease ⁹	64	96
Total Suspended Solids	350	525

ORGANIC CONTAMINANTS (Daily Maximum)	
Benzene	Reserved ⁹
Ethyl Benzene	Reserved
Toluene	Reserved
Xylenes	Reserved
Chloroform	Reserved
Total Oil and Grease (hydrocarbons)	96
Perfluoroalkyl Substances (PFAS)	Reserved

⁹ “Reserved” indicates that Liberty Utilities requires Industrial Users to conduct monthly monitoring and sampling for these organic contaminants; however, the Arizona Corporation Commission has not yet approved a Daily Maximum discharge limitation for these constituents. A Daily Maximum limit may be established in the future, subject to Commission review and approval.

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TRACE METALS	
PARAMETER	Daily Average Effluent Limitation (mg/L)
Antimony (Sb)	0.0048
Arsenic (As)	0.008
Beryllium (Be)	0.008
Cadmium (Cd)	0.012
Chloride (Cl)	Reserved
Chromium (Cr)	0.0238
Cobalt (Co)	Reserved
Copper (Cu)	Reserved
Cyanide (CN)	Reserved
Fluoride (F)	3.00
Iron (Fe)	Reserved
Lead (Pb)	0.13
Manganese (Mn)	Reserved
Mercury (Hg)	0.005
Molybdenum (Mo)	Reserved
Nitrate (NO ₃)	100

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Nickel (Ni)	0.242
Selenium (Se)	0.142
Silver (Ag)	Reserved
Sulfate (SO4)	Reserved
Sulfide (S)	N/A
Thallium (TI)	0.005
Zinc (Zn)	Reserved

The above limits apply at the point where the wastewater is discharged to the POTW/WRF. All concentrations for metallic substances are for total metal unless indicated otherwise. Liberty Utilities may impose mass limitations in addition to the concentration-based limitations above.

Liberty Utilities may accept certain pollutants which are compatible with the Liberty Utilities – PVWRF or SWRF treatment processes; however, the IU shall pay a surcharge, established based on quantity, to cover the costs of such treatment. Any surcharge shall be at cost.

3.5 CORPORATION RIGHT OF REVISION

Liberty Utilities reserves the right to establish, by agreement or in individual wastewater discharge permits, more stringent Pretreatment Standards or Requirements on discharges to the POTW/WRF consistent with the purpose of this Tariff.

3.6 DILUTION

No IU shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. Liberty Utilities may impose mass limitations on IU who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

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SECTION 4 - PRETREATMENT PROGRAM

This Pretreatment Program shall apply to all Non-Residential Dischargers, IUs, or users subject to the National Categorical Pretreatment Standards discharging to the Liberty Utilities – PVWRF and SWRF.

4.1 ADMINISTRATION

Except as otherwise provided herein, Liberty Utilities shall administer, implement, and enforce the provisions of the Pretreatment Program. Liberty Utilities may delegate some or all these duties to duly authorized Liberty Utilities employees.

4.2 NATIONAL CATEGORICAL PRETREATMENT STANDARDS

IUs must comply with the categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471.

- A. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, Liberty Utilities may impose equivalent concentration or mass limits.
- B. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Liberty Utilities may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual IUs.
- C. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, Liberty Utilities shall impose an alternate limit in accordance with 40 CFR § 403.6(e).
- D. A user may obtain a net/gross adjustment to a categorical pretreatment standard in accordance with 40 CFR § 403.15.
- E. All users subject to a categorical pretreatment standard shall comply with all requirements of such standard and shall also comply with any limitations and prohibitions contained in this article. Where the same pollutant is limited by more than one pretreatment standard, the limitations which are more stringent shall prevail. Compliance with categorical pretreatment standards for existing sources shall be within the timeframe specified in the applicable categorical pretreatment standard. Compliance with categorical pretreatment standards for new sources shall be upon commencement of discharge.
- F. Liberty Utilities may establish more stringent pretreatment standards, or additional Liberty Utilities, site specific effluent limits, when, in its judgment, such limitations are necessary to implement the objectives of the Pretreatment Program.

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4.3 STATE PRETREATMENT STANDARDS

In addition to the requirements of this Pretreatment Program, IUs must comply with AAC R18-9-A906.

4.4 LOCAL REGULATORY LIMITS

- A. Liberty Utilities is authorized to establish Local Regulatory Limits pursuant to 40 CFR § 403.5(c).
- B. Section 3.4 Pretreatment Standards establishes the Local regulatory Limits.
- C. Liberty Utilities may develop BMPs for any significant industrial user or other user, as needed, to implement this Pretreatment Program.
- D. These COPs are Pretreatment Standards.

4.4.1 Right of Revision

Liberty Utilities reserves the right to establish, by tariff, and subsequently in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this Pretreatment Program.

4.5 Waste Discharge Permits

A waste discharge permit, as set forth in Section 6, is required for industrial and non-domestic wastewater generators for the following conditions:

- A. Any discharge subject to National Categorical Pretreatment Standards.
- B. Any Significant Industrial discharge as defined by Liberty Utilities.
- C. Any discharger whose discharge would be in violation with Local Regulatory Limits detailed in the Pretreatment Standards.
- D. Any discharger required by the State Pretreatment Standards to obtain a permit.
- E. Any other discharger directed by Liberty Utilities to apply for a permit.
- F. Permit applications and fees, violations and enforcement, and specific penalties are subject to the terms of the approved Tariff.

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SECTION 5 - PRETREATMENT FACILITIES

IUs shall provide wastewater treatment as necessary to comply with this Pretreatment Program and shall achieve compliance with all categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Section 3.0 of this Pretreatment Program within the time limitations specified by EPA, the State, or Liberty Utilities, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the IU's expense. Detailed plans describing such facilities and operating procedures shall be submitted to Liberty Utilities for review and shall be acceptable to Liberty Utilities before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the IU from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to Liberty Utilities under the provisions of this Tariff. The IU shall be responsible for all costs incurred by Liberty Utilities in connection with reviewing the plans and operating procedures set forth in this Section and any specialty inspections that may be required at the sole discretion of Liberty Utilities.

5.1 ADDITIONAL PRETREATMENT MEASURES

- A. Whenever deemed necessary, Liberty Utilities may require IUs to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW/WRF and determine the IU's compliance with the requirements of this Pretreatment Program.
- B. Liberty Utilities may require any person discharging into the POTW/WRF to install and maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.
- C. Grease, oil, and sand interceptors shall be provided when Liberty Utilities claims them necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by Liberty Utilities, shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the IU at their expense.
- D. IUs with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

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5.2 ACCIDENTAL DISCHARGE/SLUG DISCHARGE CONTROL PLANS

Liberty Utilities shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. Liberty Utilities may require any IU to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, Liberty Utilities may develop such a plan for any IU. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- A. Description of discharge practices, including non-routine batch discharges
- B. Description of stored chemicals
- C. Procedures for immediately notifying Liberty Utilities of any accidental or Slug Discharge, as required by Sections 7.7.6 of this Pretreatment Program
- D. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

5.3 HAULED WASTEWATER

- A. Septic tank waste may be introduced into the POTW/WRF only at locations designated by Liberty Utilities, and at such times as are established by Liberty Utilities. Such waste shall not violate Section 3.2 of this Pretreatment Program, or any other requirements established by Liberty Utilities. Liberty Utilities may require septic tank waste haulers to obtain individual wastewater discharge permits.
- B. Industrial Waste:
 - (1) Liberty Utilities will require haulers of industrial waste to obtain individual wastewater discharge permits.
 - (2) Liberty Utilities will require generators of hauled industrial waste to obtain individual wastewater discharge permits.
 - (3) Liberty Utilities also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of the Pretreatment Program.
 - (4) Industrial waste haulers may discharge loads only at locations designated by Liberty Utilities. No load may be discharged without prior consent of Liberty Utilities.

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- (5) Liberty Utilities may collect samples of each hauled load to ensure compliance with applicable Pretreatment Standards.
- (6) Liberty Utilities may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (7) Industrial waste haulers must provide a waste tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

SECTION 6 - INDIVIDUAL WASTEWATER DISCHARGE PERMITS

6.1 WASTEWATER ANALYSIS

When requested by Liberty Utilities, an IU must submit information on the nature and characteristics of its wastewater within 30 days of the request. Liberty Utilities is authorized to prepare a form for this purpose and may periodically require IUs to update this information.

6.2 INDIVIDUAL WASTEWATER DISCHARGE PERMIT REQUIREMENT

- A. No SIU shall discharge wastewater into the POTW/WRF without first obtaining an individual wastewater discharge permit from Liberty Utilities, except that a SIU that has filed a timely application pursuant to Sections 6.3 of this Tariff may continue to discharge for the time period specified therein.
- B. Liberty Utilities may require other IUs to obtain individual wastewater discharge permits as necessary to carry out the purposes of this Tariff.
- C. Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this Tariff and subjects the wastewater discharge permittee to the sanctions set out in the Pretreatment Program. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

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6.3 INDIVIDUAL WASTEWATER DISCHARGE PERMITTING: EXISTING CONNECTIONS

Any IU required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW/WRF prior to the effective date of this Pretreatment Program and who wishes to continue such discharges in the future, shall, within 90 days after said date, apply to Liberty Utilities for an individual wastewater discharge permit in accordance with Section 6.5 of this Pretreatment Program, and shall not cause or allow discharges to the POTW/WRF to continue after 30 days of the effective date of this Tariff except in accordance with an individual wastewater discharge permit issued by Liberty Utilities.

6.4 INDIVIDUAL WASTEWATER DISCHARGE PERMITTING: NEW CONNECTIONS

Any IU required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW/WRF must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 6.5 of this Tariff, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

6.5 INDIVIDUAL WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS

- A. All IUs required to obtain an individual wastewater discharge permit must submit a permit application. Liberty Utilities may require IUs to submit all, or some of the following applicable information as part of a permit application:
- (1) Identifying Information.
 - (a) The name and address of the facility, including the name of the operator and owner.
 - (b) Contact information, description of activities, facilities, and plant production processes on the premises.
 - (2) Environmental Permits. A list of any environmental control permits held by or for the facility. For permits that are required or currently pending, a description of the status of each permit.
 - (3) Description of Operations.
 - (a) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such IU. This description should include a schematic process diagram, which indicates points of discharge to the POTW/WRF from the regulated processes.

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- (b) Types of waste generated, and a list of all raw materials and chemicals used, or stored at the facility, which are, or could accidentally or intentionally be, discharged to the POTW/WRF.
 - (c) Number and type of employees, hours of operation, and proposed or actual hours of operation.
 - (d) Type and number of raw materials processed (average and maximum per day).
 - (e) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.
- (4) Time and duration of discharges.
- (5) The location for monitoring all waste covered by the permit.
- (6) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW/WRF from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
- (7) Measurement of Pollutants.
- (a) The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
 - (b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by Liberty Utilities, of the regulated pollutants in the discharge from each regulated process.
 - (c) Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
 - (d) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Sections 7.7.8, 7.7.10, 7.7.11, 8.1, and 9 of this Tariff. Where the Standard requires compliance with a BMP, COP, or pollution prevention alternative, the IU shall submit documentation as required by Liberty Utilities, or the applicable Standards to determine compliance with the Standard.
 - (e) Sampling must be performed in accordance with procedures set out in Sections 7.7.8, 7.7.10, 7.7.11, 8.1, and 9 of this Tariff of the Pretreatment Program.

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- (8) Any other information may be deemed necessary by Liberty Utilities to evaluate the permit application.
- (9) Incomplete, or inaccurate applications, will not be processed and will be returned to the IU for revision.

6.6 APPLICATION SIGNATORIES AND REPORTS

- A. All wastewater discharge permit applications, IU reports and certification statements must be signed by an Authorized Representative of the IU and contain the certification statement in Section 7.7.14.
- B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to Liberty Utilities prior to, or together with, any reports to be signed by an Authorized Representative.

6.7 INDIVIDUAL WASTEWATER DISCHARGE PERMIT DECISIONS

Liberty Utilities will evaluate the data furnished by the IU and may require additional information, if necessary. Within 30 days of receipt of a complete permit application, Liberty Utilities will determine whether to issue an individual wastewater discharge permit. Liberty Utilities may deny any application for an individual wastewater discharge permit.

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SECTION 7 - INDIVIDUAL WASTEWATER DISCHARGE PERMIT ISSUANCE**7.1 INDIVIDUAL WASTEWATER DISCHARGE PERMIT DURATION**

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of Liberty Utilities. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

7.2 INDIVIDUAL WASTEWATER DISCHARGE PERMIT CONTENTS

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by Liberty Utilities to prevent Pass Through, or Interference, protect the quality of the water body receiving the POTW/WRF effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW/WRF.

A. Individual wastewater discharge permits must contain:

- (1) A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date.
- (2) A statement that the wastewater discharge permit is nontransferable.
- (3) Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards.
- (4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.
- (5) A statement of applicable civil and criminal penalties for violation of the Pretreatment Standards and Requirements, and any applicable compliance schedule. Such a schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- (6) Requirements to control Slug Discharge, if determined by Liberty Utilities to be necessary.

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- B. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:
1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
 2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
 3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges.
 4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW/WRF for the term of the individual wastewater discharge permit.
 5. The unit charge or schedule of IU charges and fees for the management of the wastewater discharged to the POTW/WRF.
 6. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices.
 7. A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit.
 8. Other conditions as deemed appropriate by Liberty Utilities to ensure compliance with this Pretreatment Program, and State and Federal laws, rules, and regulations.

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7.3 PERMIT MODIFICATION

Liberty Utilities may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements.
- B. To address significant alterations, or additions to the IU's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance
- C. A change in the POTW/WRF that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- D. Information indicating that the permitted discharge poses a threat to a Liberty Utilities POTW/WRF, Liberty Utilities personnel, or the receiving waters.
- E. Violation of any terms or conditions of the individual wastewater discharge permit.
- F. Misrepresentations, or failure to fully disclose all relevant facts, in the wastewater discharge permit application or in any required reporting.
- G. Revision of, or a grant of variance, from categorical Pretreatment Standards pursuant to 40 CFR 403.13.
- H. To correct typographical, or other errors in the individual wastewater discharge permit.
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator were requested in accordance with Section 6.7.

7.4 INDIVIDUAL WASTEWATER DISCHARGE PERMIT TRANSFER

Individual wastewater discharge permits may not be transferred. New owner or operator shall apply for a new discharge permit 60 days prior to the date of facility transfer. Failure of new owner or operator to apply for a new discharge permit will render the existing individual wastewater permit void as of the date of facility transfer.

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7.5 INDIVIDUAL WASTEWATER DISCHARGE PERMIT REVOCATION

Liberty Utilities may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify Liberty Utilities of significant changes to the wastewater prior to the changed discharge.
- B. Failure to provide prior notification to Liberty Utilities of changed conditions pursuant to Section 6.3 of this Document.
- C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
- D. Falsifying self-monitoring reports and certification statements.
- E. Tampering with monitoring equipment.
- F. Refusing to allow Liberty Utilities timely access to the facility premises and records.
- G. Failure to meet effluent limitations.
- H. Failure to pay fines.
- I. Failure to pay sewer charges.
- J. Failure to meet compliance schedules.
- K. Failure to complete a wastewater survey or the wastewater discharge permit application.
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility.
- M. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this Pretreatment Program.

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Individual wastewater discharge permits will be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to an IU are void upon the issuance of a new individual wastewater discharge permit to that IU.

7.6 INDIVIDUAL WASTEWATER DISCHARGE PERMIT REISSUANCE

An IU with an expiring individual wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 6.5 of this Pretreatment Program, a minimum of 90 days prior to the expiration of the IU's existing individual wastewater discharge permit.

7.7 REPORTING REQUIREMENTS

7.7.1 METERING

If required by the individual wastewater permit approved by Liberty Utilities, the IU shall install a metering device of a form and at a location acceptable to Liberty Utilities.

Unless designated to the IU in the individual wastewater permit, Liberty Utilities will be responsible for the reading of water and/or wastewater meters when installed in discharger's establishment.

Meters will always be accessible to Liberty Utilities and/or the applicable Liberty Utilities' representatives.

7.7.2 BASELINE MONITORING REPORTS

Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical IUs currently discharging to or scheduled to discharge to the POTW/WRF shall submit to Liberty Utilities a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical IUs subsequent to the promulgation of an applicable categorical Standard, shall submit to Liberty Utilities a report which contains the information listed in paragraph B, below. A New Source shall report on the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

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IUs described above shall submit the information set forth below:

- A. All information required in Section 6.5A (1) (a), Section 6.5 A (2), Section 6.5A (3), and Section 6.5A (6).
- B. Measurement of pollutants.
 - (1) The IU shall provide the information required in Section 6.5.
 - (2) The IU shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
 - (3) Samples should be taken immediately downstream from pretreatment facilities (POTW/WRF) if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the IU should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards.
 - (4) Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to Liberty Utilities.
 - (5) Sampling and analysis shall be performed in accordance with Sections 7.7.8, 7.7.10, 7.7.11, 8.1, and 9.
 - (6) Liberty Utilities may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.
 - (7) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW/WRF.

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- C. Compliance Certification: A statement, reviewed by the IU's Authorized Representative as defined in Section 1.4 (C) and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.
- D. Compliance Schedule: If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the IU will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 7.7.3 of this Pretreatment Program.
- E. Signature and Report Certification: All baseline monitoring reports must be certified in accordance with Section 7.7.14 of this Document and signed by an Authorized Representative as defined in Section 1.4 (C).

7.7.3 COMPLIANCE SCHEDULE PROGRESS REPORTS

The following conditions shall apply to the compliance schedule required this Pretreatment Program:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the IU to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation).
- B. No increment referred to above shall exceed nine (9) months.
- C. The IU shall submit a progress report to Liberty Utilities no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the IU to return to the established schedule.

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- D. In no event shall more than nine (9) months elapse between such progress reports to Liberty Utilities and Categorical Pretreatment Standard Deadlines. Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POT/WRF, any IU subject to such Pretreatment Standards and Requirements shall submit to Liberty Utilities a report containing the information described in Section 6.5A of this Pretreatment Program. For IUs subject to equivalent mass or concentration limits established in accordance with the procedures in Section 3, this report shall contain a reasonable measure of the IU's long term production rate. For all other IUs subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the IU's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 7.7.14 of this Pretreatment Program. All sampling will be done in conformance with 7.7.8, 7.7.10, 7.7.11, 7.7.14, 8.1, and 9.

7.7.4 PERIODIC COMPLIANCE REPORTS

- A. Except as specified in Section 7.7.4 (C), all IUs must, at a frequency determined by Liberty Utilities, submit no less than once per year (January 31) a report indicating the nature and concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a BMP, or pollution prevention alternative, the IU must submit documentation required by Liberty Utilities or the Pretreatment Standard necessary to determine the compliance status of the IU.
- B. Pursuant to 40 CFR 403.12(e)(2), Liberty Utilities may authorize an IU subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the IU has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge or is present only at background levels from intake water and without any increase in the pollutant due to activities of the IU. This authorization is subject to the following conditions:

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- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.
- (2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than five (5) years. The IU must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit.
- (3) In making a demonstration that a pollutant is not present, the IU must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewaters from all processes.
- (4) The request for a monitoring waiver must be signed in accordance with Section 1.4(C) and include the certification statement in 7.7.14 (40 CFR 403.6(a)(2)(ii)).
- (5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
- (6) Any grant of the monitoring waiver by Liberty Utilities must be included as a condition in the IU's permit. The reasons supporting the waiver and any information submitted by the IU in its request for the waiver must be maintained by Liberty Utilities for 3 years after expiration of the waiver.
- (7) Upon approval of the monitoring waiver and revision of the IU's permit by Liberty Utilities, the IU must certify on each report with the statement in Section 8.0 below, that there has been no increase in the pollutant in its waste stream due to activities of the IU.
- (8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the IU's operations, the IU must immediately comply with the monitoring requirements of Section 7.7.14, or other more frequent monitoring requirements imposed by Liberty Utilities, and notify Liberty Utilities.
- (9) This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

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- C. Reduced reporting is not available to IUs that have in the last two (2) years been in Significant Noncompliance, as defined in Section 10 of this Pretreatment Program. In addition, reduced reporting is not available to an IU with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of Liberty Utilities, decreasing the reporting requirement for this IU would result in data that are not representative of conditions occurring during the reporting period.
- D. All periodic compliance reports must be signed and certified in accordance with Section 7.7.14 of this Pretreatment Program.
- E. All wastewater samples must be representative of the IU's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and always maintained in good working order. The failure of an IU to keep its monitoring facility in good working order shall not be grounds for the IU to claim that sample results are unrepresentative of its discharge.
- F. Pursuant to 40 CFR 403.12(g)(6), if an IU subject to the reporting requirement in this Section 7 monitors any regulated pollutant at the appropriate sampling location more frequently than required by Liberty Utilities, using the procedures prescribed in 7.7.8, 7.7.10, 7.7.11, 7.7.14, 8.1, and 9 of this Pretreatment Program, the results of this monitoring shall be included in the report.

7.7.5 REPORTS OF CHANGED CONDITIONS

Each IU must notify Liberty Utilities of any significant changes to the IU's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

- A. Liberty Utilities may require the IU to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 6.5 of this Pretreatment Program.
- B. Liberty Utilities may issue an individual wastewater discharge permit under Section 6 of this Pretreatment Program or modify an existing wastewater discharge permit under Section 6 of this Pretreatment Program in response to changed conditions or anticipated changed conditions.

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7.7.6 REPORTS OF POTENTIAL PROBLEMS

- A. In the case of any Discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge, or Slug Load, that might cause potential problems for the POTW/WRF, the IU shall telephone and notify Liberty Utilities within two hours of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the IU.

Within five (5) days following such Discharge, the IU shall, unless waived by Liberty Utilities, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the IU to prevent similar future occurrences. Such notification shall not relieve the IU of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW/WRF, natural resources, or any other damage to person or property; nor shall such notification relieve the IU of any fines, penalties, or other liability which may be imposed pursuant to this Pretreatment Program.

- B. A notice shall be permanently posted on the IU's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees who could cause such a discharge to occur, are advised of the emergency notification procedure.
- C. SIUs are required to notify Liberty Utilities immediately of any changes at its facility affecting the potential for a Slug Discharge.

7.7.7 REPORTS FROM UNPERMITTED IUS

All IUs not required to obtain an individual wastewater discharge permit shall provide reports required under this Tariff at Liberty Utilities' request.

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7.7.8 NOTICE OF VIOLATION/REPEAT SAMPLING AND REPORTING

If sampling performed by an IU indicates a violation, the IU must notify Liberty Utilities within twenty-four (24) hours of becoming aware of the violation. The IU shall also repeat the sampling and analysis and submit the results of the repeat analysis to Liberty Utilities within thirty (30) days after becoming aware of the violation. Resampling by the IU is not required if Liberty Utilities performs sampling at the IU's facility at least once a month, or if Liberty Utilities performs sampling at the IU between the time when the initial sampling was conducted and the time when the IU or Liberty Utilities receives the results of this sampling, or if Liberty Utilities has performed the sampling and analysis in lieu of the IU.

7.7.9 NOTIFICATION OF THE DISCHARGE OF HAZARDOUS WASTE

- A. Any IU who commences the discharge of hazardous waste shall notify Liberty Utilities, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW/WRF of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the IU discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW/WRF, the notification also shall contain the following information to the extent such information is known and readily available to the IU: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph needs to be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 7.7.5 of this Pretreatment Program. The notification requirement in this Section does not apply to pollutants already reported by IUs subject to categorical Pretreatment Standards under the self-monitoring requirements of Section 7.7.13 of this Pretreatment Program.
- B. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a onetime notification. Subsequent months during which the IU discharges more than such quantities of any hazardous waste do not require additional notification.

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- C. In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the IU must notify Liberty Utilities, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- D. In the case of any notification made under this Section, the IU shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Pretreatment Program, a permit issued thereunder, or any applicable Federal or State law.

7.7.10 ANALYTICAL REQUIREMENTS

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods at a State of Arizona certified lab or any other applicable sampling and analytical procedures, including procedures suggested by Liberty Utilities, or other parties approved by EPA.

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7.7.11 SAMPLE COLLECTION

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- A. Except as indicated in Section B and C below, the IU must collect wastewater samples using 24-hour flow proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is authorized by Liberty Utilities. Where time proportional composite sampling or grab sampling is authorized by Liberty Utilities, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by Liberty Utilities, as appropriate. In addition, grab samples may be required to show compliance with Local Limits.
- B. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- C. For sampling required in support of baseline monitoring and 90 day compliance reports required in Sections 7.7.2 and 7.7.3 of the Pretreatment Program (40 CFR 403.12(b) and (d)), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, Liberty Utilities may authorize a lower minimum. For the response required by paragraphs Section 7.7.4 (40 CFR 403.12(e) and 403.12(h)), the IU is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

7.7.12 DATE OF RECEIPT OF REPORTS

Written reports will be deemed to have been submitted on the date postmarked or if hand delivered, date received by Liberty Utilities.

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7.7.13 RECORDKEEPING

IUs subject to the reporting requirements of this Pretreatment Program shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Pretreatment Program, any additional records of information obtained pursuant to monitoring activities undertaken by the IU independent of such requirements, and documentation associated with Best Management Practices established under Sections 1.4 (E) and 7.7.2. Records shall include the date, exact place, method, and time of sampling, and the name(s) of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the IU or Liberty Utilities, or where the IU has been specifically notified of a longer retention period by Liberty Utilities.

7.7.14 CERTIFICATION STATEMENTS

- A. Certification of Permit Applications, IU Reports and Initial Monitoring Waiver. The following certification statement is required to be signed and submitted by: (i) IUs submitting permit applications in accordance with Section 6.5; (ii) IUs submitting baseline monitoring reports under Section 7.7; (iii) IUs submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 7.7.3; (iv) IUs submitting periodic compliance reports required by Section 7.7.4; and (v) IUs submitting an initial request to forego sampling of a pollutant on the basis of Section 7.7.4 (B). The following certification statement must be signed by an Authorized Representative as defined in Section 1.4(C):

(1) I certify under penalty of law that this document and all attachments were prepared under my direction, or supervision, in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- B. Annual Certification for Non-Significant Categorical IUs. A facility determined to be a Non-Significant Categorical IU by Liberty Utilities pursuant to Section 1.4.NA.3 [Note: See 40 CFR 403.3(v)(2)] must annually submit the following certification statement signed in accordance with the signatory requirements in Section 1.4.C and 40 CFR 403.12. The following certification must accompany an alternative report required by Liberty Utilities:

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Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical IU a as described in Section 1.4.NA.3 of Liberty Utilities' Pretreatment Program and Tariff and 40 CFR 403.3(v)(2); and
- b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information.

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SECTION 8 - COMPLIANCE MONITORING**8.1 RIGHT OF ENTRY: INSPECTION AND SAMPLING**

Liberty Utilities shall have the right to enter the premises of any IU to determine whether the IU is complying with all requirements of this Pretreatment Program and any individual wastewater discharge permit or order issued hereunder. IUs shall allow Liberty Utilities ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where an IU has security measures in force which require proper identification and clearance before entry into its premises, the IU shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, Liberty Utilities shall be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. Liberty Utilities shall have the right to set up on the IU's property or require installation of such devices as are necessary to conduct sampling and/or metering of the IU's operations.

Liberty Utilities may require the IU to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the IU at its own expense. All devices used to measure wastewater flow and quality shall be calibrated no less than annually to ensure their accuracy.

- C. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the IU at the written or verbal request of Liberty Utilities and shall not be replaced. The costs of clearing such access shall be borne by the IU.
- D. Unreasonable delays in allowing Liberty Utilities access to the IU's premises shall be a violation of this Pretreatment Program.

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8.2 COMPLIANCE WITH PRETREATMENT PROGRAM AS A TERM OF SERVICE

The Pretreatment Program is an approved Tariff under the ACC rules and regulations and is included as part of the Terms of Service for customers. Under AAC R14-2-609 and this Tariff, Liberty Utilities may terminate service for failure of the customer to provide the utility reasonable access to its equipment and property; a breach of a written contract for service, if there is the existence of an obvious hazard to the safety or health of the consumer or the general population, or for noncompliance with this tariff.

If Liberty Utilities has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of the Pretreatment Program, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with the Pretreatment Program or any permit issued hereunder, or to protect the overall public health, safety and welfare of the community. These remedies are cumulative, and Liberty Utilities may elect to terminate service without recourse to the courts.

SECTION 9 - CONFIDENTIAL INFORMATION

Information and data on an IU obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, monitoring programs, and Liberty Utilities inspection and sampling activities, shall be available to the public without restriction, unless the IU specifically requests, and is able to demonstrate to the satisfaction of Liberty Utilities, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the IU furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

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SECTION 10 - PUBLICATION OF IUS IN SIGNIFICANT NONCOMPLIANCE

Liberty Utilities shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by Liberty Utilities, a list of the IUs which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant IUs (or any other IU that violates paragraphs (C), (D) or (H) of this Section) and shall mean:

- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Sections 1.4.(S).
- B. Technical Review Criteria (TRC) violations, defined in 40 CFR § 403.8(f)(vii)(B) as those in which thirty three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Sections 1.4.(S). multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH).
- C. Any other violation of a Pretreatment Standard or Requirement as defined by Sections 3 and (Daily Maximum, long term average, Instantaneous Limit, or narrative standard) that Liberty Utilities determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW/WRF personnel or the general public.
- D. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment or has resulted in Liberty Utilities exercise of its emergency authority to halt or prevent such a discharge.
- E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
- F. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.
- G. Failure to accurately report noncompliance.
- H. Any other violation(s), which may include a violation of BMP or COP, which Liberty Utilities determines will adversely affect the operation or implementation of the local pretreatment program.

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SECTION 11- ENFORCEMENT REMEDIES AND GUIDELINES**11.1 UTILITY RIGHT TO SHUT OFF AND TERMINATE SERVICE.**

The purpose of this Tariff is to prevent the introduction of pollutants into Liberty Utilities' WRF or a POTW that will interfere with its operation, including interference with its use or disposal of sludge, prevent the introduction of pollutants into a WRF/POTW that could adversely impact the treatment works or otherwise be incompatible with it, and to obtain compliance with all applicable laws and regulations by those regulated dischargers into the WRF/POTW.

11.2 UTILITY DISCRETION TO TERMINATE SERVICE

Liberty Utilities will have sole and complete discretion to shut off wastewater services to any IU for any violation of any provision in this Tariff, or for any violation of any provision in the waste discharge permit in accordance with the terms and conditions of the waste discharge permit between an IU and Liberty Utilities.

11.3 NOTIFICATION REQUIREMENTS

Violation of this Tariff or of any provision of a waste discharge permit is cause for shutting off of or termination of service at Liberty Utilities' discretion. Liberty Utilities will notify the Arizona Corporation Commission at least two business days before it terminates service to any IU.

11.4 PROCESS FOR SUSPENSION OF SERVICE

Shutting off of services for any violation of this Tariff or a wastewater discharge permit between an IU and Liberty Utilities will be in accordance with the terms of the wastewater discharge permit between an IU and Liberty Utilities. The wastewater discharge permit will provide for the suspension of wastewater flows from any IU for a violation of this Tariff or the applicable wastewater discharge permit. This is to ensure the integrity of Liberty Utilities' wastewater operations and avoid adverse impacts to the provision of safe and reliable service to other customers.

- A. IU will provide contact information (including name, service address, contact address (if different), telephone number and email address as part of IU's request for service);
- B. Liberty Utilities will contact IU with a written notification of non-compliance, whereby IU has five (5) calendar days to respond with a written plan for satisfactory correction and prevention of future violations;
- C. Upon providing response, IU will then have 72 hours to implement plan and come into compliance, provided the plan is to Liberty Utilities' satisfaction;

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- D. Failure to come into compliance could then result in Liberty Utilities shutting off service to IU at Liberty Utilities' sole and complete discretion;
- E. Under no circumstances can IU dispute the Liberty Utilities notification until after response and implementation of plan occurs and compliance is achieved.
- F. Service will not be restored to IU until IU has resolved all outstanding violations and penalties to Liberty Utilities' satisfaction

11.5 FLOW INFORMATION

IU must provide information to Liberty Utilities describing maximum average and peak wastewater flows discharged from IU's facility that IU is requesting Liberty Utilities collect and treat during a 24-hour period. Any exceedance of such wastewater flows may be considered a Slug Discharge/Load and a violation of this Tariff for purposes of enforcement and shutting off of services in Liberty Utilities' sole discretion.

11.6 SHUTOFF MECHANISMS

Liberty Utilities will install metering and vault, and other equipment as necessary, so that it has the ability to shut off Indirect Discharge into it's the WRF/POTW when a violation by an IU has occurred in Liberty Utilities sole discretion. Design standards for the discharge point for IU facilities must include plans for the discharge of Indirect Discharge.

11.7 LIABILITY FOR DAMAGES AND INDEMNIFICATION

IU is liable to the extent any violation results in any damage to Liberty Utilities WRF or any facilities used in the provision of wastewater service to any Liberty Utilities customers, as well as to the extent such violation causes any harm to any persons, and the waste discharge permit will include a provision that IU will indemnify Liberty Utilities in accordance with this provision.

11.8 VAULT AND HAUL SERVICES

Should vault and haul services be necessary due to the violation by IU, then IU will be fully and solely responsible for the costs against any IU, to the extent the vault and haul services are due to the violation by the IU.

11.9 REGULATORY ENFORCEMENT AND PENALTIES

Violation of this rule could result in enforcement or other legal action against the IU by interconnected municipalities, the Arizona Department of Environmental Quality and/or the U.S. Environmental Protection Agency. These entities are authorized by law to impose monetary penalties of up to \$37,500 per day per violation.

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11.10 EFFLUENT PARAMETER EXCEEDENCE CHARGES

An effluent parameter exceedance charge may be assessed for any exceedance of the waste discharge permit requirements, when deemed necessary by Liberty Utilities.

11.11 PENALTY SCHEDULE FOR VIOLATIONS

In addition to or instead of any other remedies currently set forth, Liberty Utilities may, in its full discretion, impose the following penalties for the listed violations as set forth in the following table:

Violations	Nature of Violations	Fine/Action	Notifications (Timeframe to Address)
Exceedance of Local Limit, Permit Limit or Federal Standard	A pattern of exceedances will constitute one violation. For purposes of this violation, a pattern will mean exceedances that (1) occur once per day (i.e., a 24-hour period) over three consecutive days or (2) occur more than twice in any specific day.	\$25,000 per each violation.	Discharger will have up to five (5) days from receipt of notification to address before commencement of fines.
Failure to Report	Failure to provide correct information, or provision of missing or incomplete information after notification by Liberty Utilities that information is incorrect, missing or incomplete.	Up to \$5,000 per day per violation (i.e. each piece of incorrect, missing or incomplete information).	Three days from the time of notification of incomplete or missing information to address before commencement of fines.
Failure to Monitor Correctly	Failure to Monitor All Pollutants as set forth in this Tariff or a waste discharge permit (if applicable).	Up to \$5,000 per day per violation	Three days from the time of notification that discharger is failing to monitor as required.
Failure to install monitoring equipment.	Delay of 30 days or more after notification by Liberty Utilities.	Up to \$5,000 per day per violation	Three days after expiration of the 30day period and notification by Liberty Utilities.
Denial of Entry onto Dischargers property for verification of compliance with this Tariff and a waste discharge permit.	Entry Denied or Consent Withdrawn, Liberty Utilities request for copies of records pertinent this Tariff or a waste discharge permit is denied	Up to \$1,000 per day per violation	Commencement of fines can begin 24 hours after denial of entry.

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11.12 USE OF FINE PROCEEDS

The proceeds of any fine(s) will be used towards making additional investments as needed in the Liberty Utilities wastewater infrastructure.

11.13 COST RECOVERY FOR DAMAGES

Liberty Utilities may recover the cost of damages caused by any violation of this Tariff or the waste discharge permit by an IU.

11.14 NON-EXCLUSIVITY OF REMEDIES

The remedies provided for in this Pretreatment Program are not exclusive. Liberty Utilities may take any, all, or any combination of these actions against a noncompliant IU when the circumstances warrant. Enforcement of pretreatment violations will generally be in accordance with Liberty Utilities' enforcement response plan. Further, Liberty Utilities is empowered to take more than one enforcement action against any noncompliant IU.

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SECTION 12-SUPPLEMENTAL ENFORCEMENT ACTION**12.1 PENALTIES FOR LATE REPORTS**

A penalty of \$250 shall be assessed to any IU for each day that a report required by this Pretreatment Program, a permit or order issued hereunder is late, beginning five days after the date the report is due. Increased penalties may also be assessed where reports are more than 30-45 days late. Actions taken by Liberty Utilities to collect late reporting penalties shall not limit Liberty Utilities' authority to initiate other enforcement actions that may include penalties for late reporting violations.

12.2 PERFORMANCE BONDS OR LETTER OF CREDIT

Liberty Utilities may decline to issue or reissue an individual wastewater discharge permit to any IU who has failed to comply with any provision of this Pretreatment Program, a previous individual wastewater discharge permit, or any other Pretreatment Standard or Requirement, unless such IU first files a satisfactory bond or letter of credit, payable to Corporation, in a sum not to exceed a value determined by Liberty Utilities to be necessary to achieve consistent compliance.

12.3 LIABILITY INSURANCE

Liberty Utilities may decline to issue or reissue an individual wastewater discharge to any IU who has failed to comply with any provision of this Pretreatment Program, a previous individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, unless the IU first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW/WRF caused by its discharge.

12.4 PAYMENT OF OUTSTANDING FEES AND PENALTIES

Liberty Utilities may decline to issue or reissue an individual wastewater discharge permit to any IU who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this Pretreatment Program, a previous individual wastewater discharge permit, or order issued hereunder.

12.5 WATER AND WASTEWATER SUPPLY SEVERANCE

Whenever an IU has violated or continues to violate any provision of this Pretreatment Program, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, wastewater and/or water service to the IU may be severed. Service will recommence, at the IU's expense, only after the IU has satisfactorily demonstrated its ability to comply.

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SECTION 13-PROHIBITED BYPASS**13.1 BYPASS**

A. For the purposes of this Section,

- (1) Bypass means the intentional diversion of waste streams from any portion of an IU's treatment facility.
- (2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. An IU may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this Section.

C. Bypass Notifications

- (1) If an IU knows in advance of the need for a bypass, it shall submit prior notice to Liberty Utilities, at least ten (10) days before the date of the bypass.
- (2) An IU shall submit oral notice to Liberty Utilities of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the IU becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. Liberty Utilities may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

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D. Bypass

- (1) Bypass is prohibited, and Liberty Utilities may take an enforcement action against an IU for a bypass, unless:
 - (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage.
 - (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.
 - (c) The IU submitted notices as required under paragraph C of this section. Liberty Utilities may approve an anticipated bypass, after considering its adverse effects, if Liberty Utilities determines compliance with Section 14.

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SECTION 14 – COMPLIANCE AND ENFORCEMENT STANDARDS**14.1 DECLINING TO ISSUE INDIVIDUAL WASTEWATER DISCHARGE PERMIT**

Liberty Utilities may decline to issue or reissue an individual wastewater discharge permit to any IU who has failed to comply with any provision of the Pretreatment Program, a previous individual wastewater discharge permit, or any other Pretreatment Standard or requirement, unless such IU first files a satisfactory bond, payable to Liberty Utilities, in a sum not to exceed a value determined by Liberty Utilities to be necessary to achieve consistent compliance.

14.2 EMERGENCY SHUTDOWN

A. For the purposes of this Section,

- (1) Emergency shut down means the intentional diversion of waste streams from any portion of an IU's treatment facility. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of an emergency shut down. Severe property damage does not mean economic loss caused by delays in production.

B. An IU may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These emergency shutdowns are not subject to the provision of paragraphs (C) and (D) of this Section.

C. Shut Down Notifications

- (1) If an IU knows in advance of the need for a bypass, it shall submit prior notice to Liberty Utilities at least ten (10) days before the date of the emergency shut down, if possible.
- (2) An IU shall submit oral notice to Liberty Utilities of an unanticipated emergency shutdown that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the emergency shut down. A written submission shall also be provided within five (5) days of the time the IU becomes aware of the emergency shut down. The written submission shall contain a description of the emergency shut down; its cause; the duration of the bypass, including exact dates and times, and, if the emergency shut down has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the emergency shut down. Liberty Utilities may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

Applies to all **WASTEWATER** service areas
PART TWELVE
INDUSTRIAL PRETREATMENT PROGRAM AND TARIFF

D. Emergency Shutdown

- (1) Emergency shut down is prohibited, and Liberty Utilities may take an enforcement action against an IU for a bypass, unless:
 - (a) Emergency shut down was unavoidable to prevent loss of life, personal injury, or severe property damage.
 - (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.
 - (c) The IU submitted notice as required under paragraph C of this Section.

Applies to all **WASTEWATER** service areas

PART THIRTEEN
CODE OF PRACTICE

EXECUTIVE SUMMARY

Liberty Utilities (Litchfield Park Water & Sewer) Corp. ("Corporation") hereby declares that the following Code of Practice has been prepared and adopted to provide for pretreatment standards in the maintenance and operation of wastewater treatment at the Palm Valley Water Reclamation Facility ("PVWRF") and the Sarival Water Reclamation Facility ("SWRF"). This Code of Practice shall be filed with the Arizona Corporation Commission and made part of Corporation's Wastewater Service Tariff, Part Four, Section LB [Waste Limitations].

Corporation hereby expressly reserves the right to make any lawful addition and/or revisions in this Code of Practice when and as they may become advisable to properly manage the WRF and to promote the peace, health, safety and welfare of the customers that will be served. This Code of Practice is supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Company as outlined in the Arizona Revised Statutes governing Public Utilities (Title 40) and the Arizona Administrative Corporation Commission Rules on Sewer (Title 14, Article 6), including the right to disconnect or to refuse permission to connect a customer to the Company's wastewater system for violation of this Code of Practice or any other applicable law of the State of Arizona.

This Code of Practice incorporates pretreatment standards per 40 CFR 403, A.A.C. Title 12, Article 4, and A.A.C. Title 18, Chapter 9, Article 3. This Code of Practice is enforceable per the authority granted to wastewater utilities established under A.A.C. Title 14, Chapter 2, Article 6 of the Arizona Administrative Code.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-001)
SECTION 1 – DEFINITIONS

I. PROHIBITED WASTE

Prohibited waste means:

(1) Air Contaminant Waste

Any waste other than sanitary waste which, by itself or in combination with another substance, is capable of creating, causing or introducing an air contaminant outside any sewer or sewage facility or is capable of creating, causing or introducing an air contaminant within any sewer or sewage facility which would prevent safe entry by authorized personnel.

(2) Flammable or Explosive Waste

any pollutants which create a fire or explosion hazard to the sewer or any waste other than sanitary waste which, which by itself or in combination with another substance, is capable of causing or contributing to an explosion or supporting combustion in any sewer or sewage facility including, but not limited to gasoline, naphtha, propane, diesel, fuel oil, kerosene or alcohol.

(3) Obstructive Waste

Any waste other than sanitary waste which, by itself or in combination with another substance, is capable of obstructing the flow of, or interfering with, the operation or performance of any sewer or sewage facility including, but not limited to: earth, sand, sweepings, gardening or agricultural waste, ash, chemicals, paint, metal, glass, sharps, rags, cloth, tar, asphalt, cement-based products, plastic, wood, waste portions of animals, fish or fowl and solidified fat.

(4) Corrosive Waste

Any waste other than sanitary waste which, with corrosive properties which, by itself or in combination with any other substance, may cause damage to any sewer or sewage facility or which may prevent safe entry by authorized personnel.

(5) High Temperature Waste

Any waste other than sanitary waste which, by itself or in combination with another substance, will create heat in amounts which will **interfere** with the operation and maintenance of a sewer or sewage facility or with the treatment of waste in a sewage facility;

Any waste other than sanitary waste which, will raise the temperature of waste entering any sewage facility to 38 degrees Celsius (100 degrees Fahrenheit) or more; or any non-domestic waste entering any sewage facility with a temperature of 65 degrees Celsius (150 degrees Fahrenheit) or more.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-001)
SECTION 1 - DEFINITIONS

(6) Biomedical Waste

Any of the following categories of biomedical waste: human anatomical waste, animal waste, untreated microbiological waste, waste sharps, medical products, and untreated human blood and body fluids known to contain viruses and agents.

(7) Miscellaneous Wastes

Any storm water, surface water, groundwater, roof runoff, or surface drainage is prohibited.

(8) Dilution Wastes

Any discharge that has been in any way, been diluted as a substitute for pretreatment, for the purposes of obtaining compliance with any categorical standard or pretreatment requirement or any other requirement imposed by this article except where dilution is expressly authorized by a categorical standard.

(9) Other Discharge Limitations.

Any discharge that is transported from the point of generation to the sewer by any hauler, unless the hauler has first:

- (a) Obtained authorization to discharge from the Company.
- (b) Disclosed the nature, origin, and volume of the discharge.

Any waste, other than sanitary waste, which by itself or in combination with another substance:

- (a) constitutes or may constitute a significant health or safety hazard to any person;
- (b) Any waste other than sanitary waste which may interfere with any sewer or sewage treatment process;
- (c) may cause a discharge from a sewage facility to contravene any requirements by or under any ADEQ or AZPDES discharge permit or any other act, approved Waste Minimization Plan (WMP), or any other law or regulation governing the quality of the discharge, or may cause the discharge to result in a hazard to people, animals, property or vegetation;
- (d) may cause bio-solid to fail criteria for beneficial land application.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-001)
SECTION 1 - DEFINITIONS

II. RESTRICTED WASTE (LPSCO-CP-01-001)

Restricted waste means:

(10) **Specified Waste**

Any waste other than sanitary waste which, at the point of discharge into a sewer, contains any contaminant at a concentration in excess of the Limits set out below. All concentrations are expressed as total concentrations which includes all forms of the contaminant, whether dissolved or undissolved. The concentration limits apply to both grab and composite samples. Contaminant definitions and methods of analysis are outlined in standard methods.

CONVENTIONAL CONTAMINANTS (mg/L)	
Biochemical Oxygen Demand (BOD)	350
Chemical Oxygen Demand (COD)	1000
Ammonia	55
Total Nitrogen- as NO ₃	100
Oil and Grease	64
Total Suspended Solids	350

ORGANIC CONTAMINANTS (mg / L)	
Benzene	Reserved ¹⁰
Ethyl Benzene	Reserved
Toluene	Reserved
Xylenes	Reserved
Chloroform	Reserved
Total Oil and Grease (hydrocarbons)	96
Perfluoroalkyl Substances (PFAS)	Reserved

¹⁰ "Reserved" indicates that Liberty Utilities requires Industrial Users to conduct monthly monitoring and sampling for these organic contaminants; however, the Arizona Corporation Commission has not yet approved a Daily Maximum discharge limitation for these constituents. A Daily Maximum limit may be established in the future, subject to Commission review and approval.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-001)
SECTION 1 - DEFINITIONS

TRACE METALS	
PARAMETER	DAILY AVERAGE (mg/L)
Antimony (Sb)	0.0048
Arsenic	0.008
Beryllium	0.008
Cadmium (Cd)	0.012
Chloride (Cl)	Reserved
Chromium (Cr)	0.238
Cobalt (Co)	Reserved
Copper (Cu)	Reserved
Cyanide (CN)	Reserved
Fluoride	3.00
Iron (Fe)	Reserved
Lead (Pb)	0.13
Manganese (Mn)	Reserved
Mercury (Hg)	0.0050
Nitrate	100
Molybdenum (Mo)	Reserved
Nickel (Ni)	0.242
Selenium (Se)	0.142
Silver (Ag)	Reserved
Sulfate (SQ4)	Reserved
Sulfide (S)	N/A
Thallium	0.005
Zinc (Zn)	Reserved

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-001)
SECTION 1 - DEFINITIONS

(11) Food Waste

Any solid or viscous pollutants, animal fats, oil, and grease (FOG) in amounts that may cause obstruction to the flow in sewers or pass through or other interference or damage to the sewer collection system. Any pollutant, including oxygen demanding pollutants (BOD, COD, TOC, etc.) released in a discharge flow at a rate and/or pollutant concentration which may cause interference with the sewer collection system or wastewater treatment process. This also includes petroleum oil, non-biodegradable cutting oil, or other products of mineral oil origin in amounts that may cause interference or pass through at the wastewater treatment facility.

(12) Radioactive Waste

Any discharge containing a toxic, radioactive, poisonous or other substances in which sufficient quantity to cause or have the potential to cause injury or damage to a person or property or interference with any sewage treatment process, cause corrosive structural damage, constitute a hazard to humans or create any hazard to the sewer system or the effluent of the sewer system. All such wastes shall be subject to compliance with Nuclear Regulatory Commission standards for sewer disposal including the Unity Equation. Radioactive waste industrial users shall be treated in accordance with applicable federal and state regulations and guidelines, including section 40 of the Code of Federal Regulations.

(13) pH Waste

Any discharge with a pH less than 5.5 standard units (SU) or greater than 9.5 SU as determined by either a grab or a composite sample.

(14) Dyes and Coloring: Material

Dyes or coloring materials which may pass through a sewage facility and discolor the effluent from a sewage facility except where the dye is used by the Sewer Company, or one or more of its agents, as a tracer.

(15) Miscellaneous Restricted Wastes

Any of the following wastes:

- (a) 4,4' - DDE
- (b) 4,4' - DDT
- (c) Aldrin
- (d) BHC-Alpha
- (e) BHC-Beta
- (f) BHC- Gamma(Lindane)
- (g) Heptachlo

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-001)
SECTION 1 - DEFINITIONS

- (h) Heptachlor epoxide.
 - (i) Polychlorinated biphenyl compounds (PCB's)
 - (j) chlorinated phenols¹¹
 - (k) pesticides
 - (l) herbicides
 - (m) tetrachloroethylene
 - (n) polynuclear aromatic hydrocarbons (PAH' s)¹²
- (16) Temperature
Any waste other than sanitary waste which, will raise the temperature of waste entering any sewage facility to 38 degrees Celsius (100 degrees Fahrenheit) or more; or any non-domestic waste entering any sewage facility with a temperature of 65 degrees Celsius (150 degrees Fahrenheit) or more.

¹¹ include: chlorophenol l (ortho, meta, para); dichlorophenol (2,3, 2,4-, 2,5-, 2,6-, 3,4-, 3,5-); trichlorophenol (2,3,4-, 2,3,5-, 2,3,6-, 2,4,5-, 2,4,6-, 3,4,5-); tetrachlorophenol (2,3,4,5-, 2,3,4,6-, 2,3,5,6-); pentachloro phenol

¹² includes: naphthalene benzo(a) anthracene; acenaphthylene chrysene; acenaphthene benzo(k)fluoranthene; fluorene benzo(k)fluoranthene; phenanthrene benzo(a)pyrene; anthracene dibenzo(a,h)anthracene fluoranthene indeno(1,2,3-cd)pyrene; pyrene benzo(g,h,i)perylene

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-002)
SECTION 2 - DENTAL OPERATIONS

I. APPLICATION

This code of practice for dental operations defines mandatory requirements for managing non-domestic waste discharged directly or indirectly into a sewer connected to a sewage facility.

This code of practice applies to dental operations.

II. DISCHARGE REGULATIONS

An operator of a dental operation must not discharge waste which, at the point of discharge into a sewer, contains;

- (1) prohibited waste, special waste, or storm water; or
- (2) restricted waste with the exception of mercury measured at the point of discharge from a certified amalgam separator.

An operator of a dental operation that produces liquid waste from photographic imaging containing silver shall comply with the requirements of LPSCO-CP-01-001.

An operator of a dental operation that produces wastewater containing dental amalgam must either:

- (1) collect and transport the wastewater from the dental operation for off-site waste management; or
- (2) treat the wastewater at the dental operation site prior to discharge to the sewer using a certified amalgam separator.

An operator of a dental operation must install and maintain the amalgam separator according to the manufacturer's or supplier's recommendations in order that the amalgam separator functions correctly. Such separator must be certified for use by the manufacturer.

An operator of a dental operation who installs an amalgam separator must ensure that:

- (1) all dental operation wastewater that contains dental amalgam is treated using the amalgam separator;
- (2) a monitoring point is installed at the outlet of the amalgam separator or downstream of the amalgam separator at a location upstream of any discharge of other waste;
- (3) the monitoring point must be installed in such a manner that the total flow from the amalgam separator may be intercepted and sampled; and
- (4) the monitoring point shall be readily and easily accessible at all times for inspection.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-002)
SECTION 2 - DENTAL OPERATIONS

If the amalgam separator is located downstream of a wet vacuum system, an operator of a dental operation must ensure that:

- (1) the wet vacuum system is fitted with an internal flow control fitting; or
- (2) a flow control fitting is installed on the water supply line to the wet vacuum system.

The flow control fitting must be sized to limit the flow to a rate that is no more than the maximum inlet flow rate of the amalgam separator as stated by the manufacturer of the amalgam separator.

An operator of a dental operation must locate an amalgam separator in such a manner that an accidental spill, leak or collecting container failure will not result in waste containing amalgam entering any sewer. If a location is not available, an operator of a dental operation must do one of the following:

- (1) install spill containment to contain spills or leaks from the amalgam separator; or
- (2) cap all floor drains into which liquid spilled from the amalgam separator would normally flow.

An operator of a dental operation must replace the amalgam separator's collecting container when any one of the following occurs:

- (1) the manufacturer's or supplier's recommended expiry date, as shown on the amalgam separator, has been reached; or
- (2) the warning level specified by the manufacturer has been reached; or
- (3) analytical data obtained using a method of analysis outlined in standard methods, or an alternative method of analysis approved by the manager, having a method detection limit of 0.0000005 mg/L or lower, indicates that the total concentration of mercury in the discharge from the amalgam separator is greater than, or equal to 0.005 mg/L.

An operator of a dental operation shall not dispose of dental amalgam collected in an amalgam separator, a collecting container, or any other device, to a sewer.

III. RECORD KEEPING AND RETENTION

An operator of a dental operation that uses an amalgam separator must keep at the site of installation of the amalgam separator, an operation and maintenance manual containing instructions for installation, use, maintenance and service of the amalgam separator installed.

An operator of a dental operation that uses an amalgam separator must post, at the site of installation of the amalgam separator, a copy of the manufacture's standard test report pertaining to the amalgam separator installed.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-002)
SECTION 2 - DENTAL OPERATIONS

- (4) date of installation of the amalgam separator and name of the installation service provider;
- (5) serial number and expiry date of the amalgam separator and/or its components;
- (6) maximum recommended flow rate through the amalgam separator, where applicable;
- (7) dates of inspection, maintenance, cleaning and replacement of any amalgam separation equipment or components;
- (8) dates and descriptions of all operational problems, spills, leaks or collecting container failures associated with the amalgam separator and remedial actions taken;
- (9) name, address and telephone number of any person or company who performs any maintenance or disposal services related to the operation of the amalgam separator; and
- (10) dates of pick-up of the collecting container for off-site disposal, volume of waste disposed and the location of disposal.

The records must be retained for a period of two years and must be available on request by a company representative.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-003)
SECTION 3 – DRY-CLEANING OPERATIONS

I. APPLICATION

This code of practice for Dry Cleaning operations defines the requirements for managing waste discharged directly or indirectly into a sewer connected to a sewage facility from dry cleaning businesses, or other facilities employing solvent or chemical cleaning routines.

Definitions are included in LPSCO-CP-01-DEF.

II. DISCHARGE REGULATIONS

An operator of a dry-cleaning operation must not discharge waste, which at the point of discharge into a sewer contains:

- (1) Tetrachloroethylene and Perchloroethylene are prohibited;
- (2) Petroleum solvent in a concentration that is in excess of 15 milligrams per liter as analyzed in a grab sample; and
- (3) Prohibited waste, restricted waste, special waste, storm water, or contaminated water.

An operator of a dry-cleaning operation that generates wastewater containing petroleum solvent shall either:

- (1) Collect and transport the wastewater from the dry-cleaning operation for off-site waste management; or
- (2) Install and maintain a solvent/water separator and holding tank in accordance with this code of practice.

Solvent Water Separators and Holding Tanks

Solvent/water separator and holding tank installations must conform to the requirements of this code of practice.

An operator of a dry-cleaning operation shall not directly discharge wastewater from the solvent/water separator to a sewage facility

- (1) An operator of a dry-cleaning operation must:
- (2) Collect the wastewater discharged from a solvent/water separator into a transparent, solvent-compatible, holding tank with a containment capacity 25% larger than the total volume of the solvent/water separator; and
- (3) Allow the wastewater to stand undisturbed for a period of not less than 12 hours following each operating date.

An operator of a dry-cleaning operation must check the contents of the holding tank after the specified period of time has elapsed to determine whether the wastewater contains any visible residual solvent.

If there is no visible residual solvent in the holding tank, the contents may be discharged to the sewer.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-003)
SECTION 3 – DRY-CLEANING OPERATIONS

If the holding tank contains any visible tetrachloroethylene or petroleum solvent after the specified period of time, then the tetrachloroethylene or petroleum solvent must be separated and returned to the solvent recovery system. After the removal of all visible solvent, the wastewater may be discharged to the sanitary sewer.

Visual Inspections

An operator of a dry-cleaning operation must:

- (1) Visually inspect the solvent/water separator on a daily basis and
- (2) Clean the solvent/water separator at least once every seven (7) days to manufacturer's standards.

Spills and Leaks

An operator of a dry-cleaning operation must install spill containment facilities in all chemical storage areas and around all dry-cleaning machines.

An operator of a dry-cleaning operation must block off all sewer drains within the containment area for chemical storage and dry-cleaning equipment to prevent any accidental discharge of solvent to a sewer.

An operator of a dry-cleaning operation must inspect all dry-cleaning equipment for liquid leaks at least once per day.

An operator of a dry-cleaning operation must keep all equipment clean to ensure that leaks are visible. The following areas and items are to be checked for leaks:

- (1) hose connections, unions, couplings and valves
- (2) machine door gasket and seating
- (3) filter head gasket and seating
- (4) pumps
- (5) base tanks and storage
- (6) solvent/water separators
- (7) filter sludge recovery
- (8) distillation unit
- (9) diverter valves
- (10) saturated lint in lint baskets
- (11) holding tanks
- (12) cartridge filters

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-003)
SECTION 3 – DRY-CLEANING OPERATIONS

An operator of a dry-cleaning operation who detects any liquid leak from dry cleaning equipment or chemical storage must repair the leak within 72 hours and must immediately prevent any discharge of contaminants to a sewer.

III. RECORD KEEPING AND RETENTION

Every dry-cleaning operation must keep a record book on site for inspection with records from the previous two years.

The following information shall be recorded in the record book:

- (1) record of all inspections done by the operator, employees or other hired personnel;
- (2) record of any liquid leaks detected and remedial action taken;
- (3) record of solvent/water separator cleaning;
- (4) record of holding tank cleaning and solvent transfer; and
- (5) record of all other equipment maintenance and repair.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

I. APPLICATION

This code of practice for Food Service operations defines the requirements for managing waste discharged directly or indirectly into a sewer connected to a sewage facility from restaurants, or other facilities employing food service (such as food preparation services) as a primary or secondary business operation. Traps, interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the building drainage system, the collection system the private sewage disposal system or the sewage treatment plant or processes.

Traps, interceptors and separators shall be installed:

- (1) operators of a food services operation that adds kitchen equipment that discharges oil and grease;
- (2) operators of a food services operation that discharges non-domestic waste to sewer that exceeds any of the restricted waste criteria specified in LPSCO-CP-01-DEF; or
- (3) any food service operation, as determined by Corporation's wastewater operations group.
- (4) at new facilities
- (5) at existing food service facilities, not equipped with a trap, interceptor or separator, when additions, alterations or remodel are done which increase servicing volume, seating capacity, etc.
- (6) at existing food service facilities, equipped with a trap, interceptor or separator, when additions, alterations or remodel are done which increase servicing volume, seating capacity, changes to the menu, etc.
- (7) at any non-food facilities when additions, alterations, or remodeling is proposed for the purpose of food preparation and service.
- (8) at existing facilities not equipped with a trap, interceptor or separator, which is proposed for the purpose of food preparation and service.

Definitions are included in LPSCO-CP-01-DEF.

II. DISCHARGE REGULATIONS

An operator of a Food Service Operation must not discharge waste, which at the point of discharge into a sewer, contains:

- (1) oil and grease in a concentration that is in excess of 100 milligrams per liter as analyzed in a grab sample;
- (2) suspended solids in a concentration that is in excess of 350 milligrams per liter as analyzed in a grab sample;

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

- (3) 5-day biochemical oxygen demand (BOD 5) in a concentration that is in excess of 350 milligrams per liter in a grab sample;
- (4) prohibited waste, restricted waste, special waste, storm water, or contaminated water.

III. GREASE INTERCEPTORS

Grease interceptors are required to be installed and maintained by the Owner of food service operations within the collection system of Corporation facilities. Grease interceptor installations shall conform to the requirements of this code of practice.

Interceptors, such as grease, oil, or sand shall be provided by laundries, restaurants, service stations, auto repair shops, carwashes and other industrial users when, in the opinion of Corporation, interceptors are necessary for the proper handling of wastewater containing oil and grease or sand or any flammable wastes. Such interceptors shall not be required for domestic users.

Construction:

All traps, interceptors and separators shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. New or upgraded grease devices shall have a three-lid manhole, properly sized per Table 1. Traps, interceptors and separators shall be watertight and equipped with easily removable covers. Covers shall be gastight and watertight.

Cleaning and Maintenance:

Cleaning and maintenance must be performed when total volume of captured oil, grease and solids material displaces more than twenty-five (25) percent of the total volume of the trap, interceptor or separator or when the pH of a sample taken from the effluent side of the interceptor drops below 5.0 or when odor generation becomes a health issue or when the Company inspection determines a cleaning is necessary.

Maintenance Records:

All traps, interceptors and separators shall be maintained by the user in efficient operating condition at all times. Written records and documentation of all cleaning, repair, calibration, and maintenance shall be maintained at the facility for a minimum of three (3) years and be made available upon request.

Maintenance Inspection:

All traps, interceptors and separators shall be inspected by Corporation representative during normal working hours. Inspection results shall be made available to person, firm or corporation in reasonable charge of the traps, interceptors and separators. Corporation representative shall require correction in order to enforce Corporation pretreatment code of practices.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

Skimming:

Skimming, decanting or discharging of removed waste or wastewater back into any traps, interceptors and separators or any appurtenance of the wastewater collection system is strictly prohibited.

Pumping:

All oil, sand and grease interceptors shall be pumped out or cleaned out completely not less than once every ninety (90) calendar days. Grease traps must be cleaned out completely not less than once every thirty (30) calendar days. Traps and interceptors shall be cleaned more frequently when necessary or required.

Bacteria as a Substitute:

The use of bacteria additives as a supplement to maintenance may be authorized by Corporation when a written request is made to the Corporation which includes material safety data sheets. The addition of emulsifiers, de-emulsifiers, surface active agents, enzymes, or degreasers directly or into any drain leading to any grease removal device is strictly prohibited unless approved by the Corporation.

Use:

Traps, interceptors and separators shall be single user only. When an interceptor can be safely used by multiple users (e.g., food courts), multiple users may be allowed when approved by Corporation. Multiple facilities operated by the same person, firm or corporation may be allowed to connect to a single interceptor with approval from Corporation. The person, firm or corporation in reasonable charge of the trap, interceptor or separator shall take any and all steps necessary to assure adequacy which includes repair, modification or replacement.

Alternate Devices and Technology:

Alternative devices and technologies shall be submitted to Corporation for approval before any such device is installed. The service facility will be required to furnish analytical data demonstrating the effluent discharge concentration to Corporation wastewater collection system will not exceed those listed in LPSCO-CP-01-001.

Sizing:

All traps, interceptors and separators shall be properly sized per Table 1. When an interceptor is sized less than five hundred (500) gallons or more than two thousand five hundred (2,500) gallons, the person, firm or corporation making the permit application shall first meet with the Corporation to verify the reduced or increased size has been correctly calculated and that no other options are available.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

Size Modification:

Modifying the size of any trap or interceptor shall only be done when sizing per Table 1 allows the modification. Modifying the size of any trap or interceptor shall not be done without the approval of Corporation.

Domestic Wastewater:

Domestic wastewater shall not be discharged to the interceptor.

Minimization Plan:

All facilities required to install and operate a trap, interceptor or separator shall develop and implement a Waste Minimization Plan pertaining to the disposal of grease, oils, and food bearing wastes.

Best Management:

All establishments requiring a trap, interceptor or separator shall adopt BMP's (Best Management Practices) for handling sources of floatable oils, fat or grease originating within their facility. Proof of employee training in BMP's shall be shown to Corporation upon request.

Other Fixtures:

Toilets, urinals, and other similar fixtures shall not discharge through a grease interceptor.

Minimization Program:

The applicant shall establish and submit a written waste minimization plan (maintenance program) outlining specific methods (Best Management Practices) that the facility will use on a daily basis to reduce the discharge of oil and grease as well as solids from entering the interception device and ultimately, the Corporation sewer system. This plan shall be acceptable to and approved by the Corporation. The approved document shall accompany the permit application.

Discharge Permit:

This document will be used in lieu of a discharge permit to assist with enforcing all Corporation codes of practices.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

Grease interceptors automatic grease removal required:

A grease interceptor or automatic grease removal device shall be required to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas, such as in restaurants, hotel kitchens, hospitals, school kitchens, bars, factory cafeterias, caterers, nursing homes, day care centers, churches and clubs. Fixtures and equipment shall include pot sinks, pre-rinse sinks; soup kettles or similar devices; workstations; floor drains or sinks into which kettles are drained; automatic hood wash units and dishwashers without pre-rinse sinks. Grease interceptors and automatic grease removal devices shall receive waste only from fixtures and equipment that allow fats, oils or grease to be discharged. Interceptors, such as grease, oil or sand shall be provided at laundries, restaurants, service stations, auto repair shops, carwashes and other industrial users when the proper handling of wastewater containing oil and grease or sand or any flammable wastes is necessary.

Location:

All Interceptors shall be approved and shall be located to be readily and easily accessible for cleaning and inspection.

Food waste grinder:

Where food waste grinders connect to grease interceptors, a solids interceptor shall separate the discharge before connecting to the grease interceptor. Solids interceptors and grease interceptors shall be sized and rated for the discharge of the food waste grinder. Emulsifiers, chemicals, enzymes and bacteria shall not discharge into the food waste grinder. Corporation shall require any user to cease operation of a garbage grinder and permanently remove such equipment when it is determined that the grinder is imposing any adverse effect on interceptor function.

Grease interceptor capacity:

Grease interceptors shall have the grease retention capacity indicated in Table 1 for the flow-through rates indicated. Corporation shall make determinations of interceptor adequacy and need, based on review of all relevant information regarding interceptor performance, facility site and building plan review and to require repairs to, modifications, or replacement of such traps.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

TABLE 1 - CAPACITY OF GREASE INTERCEPTORS - E PA-2 Model

A Determine maximum drainage flow from fixtures:					
Type of Fixture	Total Fixtures		Flow Rate		Amount
Restaurant kitchen sink		X	15 gpm	=	
Single compartment sink		X	20gpm	=	
Double compartment sink		X	25gpm	=	
2, single compartment sinks		X	25 gpm	=	
2, double compartment sinks		X	35gpm	=	
Triple sink <u>1.5 inch</u> drain		X	35 gpm	=	
Triple sink <u>2 inch</u> drain		X	50gpm	=	
30gallon dishwasher		X	15gpm	=	
50gallon dishwasher		X	25gpm	=	
50--100gallon dishwasher		X	40gpm	=	
B. Total	Number of fixtures			--	gpm
C. Loading Factors					
Restaurant type	Fast food-paper delivery			-	.50
	Low volume			-	.50
	Medium volume			-	.75
	High Volume			-	1.0
D. Bx C = D, subtotal					
E. D x 60 = Subtotal x 60 minutes = E, maximum flow for one (1) hour, in gallons					
F. Ex 2 = maximum flow for <u>one hour</u> times two (2) hours retention time (based on restaurant volume) = F, volume of trap in gallons =					

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

Access and maintenance of traps, interceptors, and separators:

Complete access shall be provided to each interceptor and separator for service, maintenance and inspection of the inner chamber(s) and viewing and sampling of effluent wastewater discharged to the sewer. Interceptors and separators shall be maintained by periodic removal of accumulated grease, scum, oil, or other floating substances and solids deposited in the interceptor or separator.

Periodic Inspection:

All traps, interceptors and separators shall be subject to periodic inspections by Corporation during normal operating hours. These inspections can be based on an annual inspection or when a complaint is registered with Corporation regarding a grease-removal device. Should the inspection of any trap, interceptor or separator indicate a violation of any item in (1) through (3) below, the person, firm or corporation in reasonable charge shall bring the device into compliance within the timeframe noted on the notice of violation, but not longer than fourteen (14) calendar days.

If twenty-five (25) percent of the interceptor is full; both surface (oil and grease) and bottom (solids). When OSHA (Occupational, Safety and Health Administration) atmospheric levels of Hydrogen Sulfide limits have been exceeded - "Short Term Exposure Limit" (STEL) of fifteen (15) ppm over a fifteen-minute time-weighted average. When the "Immediately Dangerous to Life and Health" (IDLH) level is 100 ppm or above, immediate action shall be performed to return the level of Hydrogen Sulfide to safe and acceptable limits. If the violation cannot be immediately resolved, all use of the Trap, Interceptor or Separator shall cease until compliance is obtained.

When pH in the effluent chamber falls below 5.0 - which is an unhealthy anaerobic interceptor condition.

Maintenance:

Any trap, interceptor or separator not adequately maintained to prevent floatable oils, fat or grease from entering the sewerage system or produce excessive odors shall be in violation of Corporation codes of practice.

Clearing Obstructions:

Corporation shall take appropriate action to clear any obstruction of the Corporation sewer that causes a sewer overflow. When the obstruction is found to be caused by an overburdened or non-maintained trap, interceptor or separator, the person, firm or corporation in reasonable charge of the trap, interceptor or separator reimbursement of Corporation costs associated with clean-up efforts including any fines leveled against Corporation. Any establishments that continuously violate Corporation code of practice shall be subject to having sewer service discontinued.

Contain and/or Clean Up:

Should Corporation find it necessary to contain and/or clean up a private sanitary sewer overflow caused by blockage of private or public sewer lateral or system, all associated cost shall be the responsibility of the person, firm or corporation in reasonable charge of the property.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-004)
SECTION 4 – FOOD SERVICE OPERATIONS

Repairs or Replacements:

When repairs or replacements are necessary to a trap, interceptor or separator, all repairs or replacements shall be completed within the time frame stated on the notice to comply. Corporation may authorize a time extension, not to exceed thirty (30) days, for justifiable cause.

Grease Removal:

The person, firm or corporation in reasonable charge shall remove and dispose of grease at a facility permitted to receive and process such waste. Cleaning frequencies shall be dependent on the amount of oil, grease or solids generated at each operation, the size of the grease trap or interceptor, and the approved written waste minimization program, but not to exceed thirty-day intervals for traps and ninety-day intervals for interceptors. Traps and interceptors shall be cleaned by a licensed contractor.

Interference, Operation and Odors:

Any facility whose effluent discharge into the sewerage system causes interference in the conveyance system, operation of the sewerage system, or emits excessive odors shall be required to sample the discharge from the trap, interceptor or separator and have it analyzed for oil and grease and sulfides, total and dissolved. Results of the analysis shall be immediately reported. Corporation may sample the grease interception device at any time, utilizing Corporation representatives. The person, firm or corporation in reasonable charge shall be responsible for any and all associated cost of such testing or sampling.

IV. RECORD KEEPING AND RETENTION

An operator of a food services operation must keep a record at the food services operation of all grease interceptor inspection and maintenance activities including:

- (1) the date of inspection or maintenance;
- (2) the maintenance conducted;
- (3) the type and quantity of material removed from the grease interceptor; and
- (4) the location of disposal of the material removed from the grease interceptor.

The records shall be retained for a period of three years and shall be available on request.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-005)
SECTION 5 - PHOTOGRAPHIC IMAGING OPERATIONS

I. APPLICATION

This code of practice for photographic imaging operations defines mandatory requirements for managing non-domestic waste discharged directly or indirectly into a sewer connected to a sewage facility.

This code of practice applies to photographic imaging operations. Definitions are included in LPSCO-CP-01-DEF.

II. DISCHARGE REGULATIONS

An operator of a photographic imaging operation must not discharge waste which, at the point of discharge into a sewer, contains:

- (1) silver in a concentration that is in excess of prescribed local limit analyzed as analyzed in a grab sample; or,
- (2) prohibited waste, restricted waste, special waste, storm water, or contaminated water as defined in LPSCO-CP-01-DEF.

An operator of a photographic imaging operation that produces liquid waste containing silver must either:

- (1) collect and transport the waste from the photographic imaging operation for off-site waste management; or
- (2) treat the waste at the photographic imaging operation site prior to discharge to the sewer using one of the following silver recovery technologies:
 - (a) two chemical recovery cartridges connected in series;
 - (b) an electrolytic recovery unit followed by two chemical recovery cartridges connected in series; or
 - (c) any other silver recovery technology, or combination of technologies, capable of reducing the concentration of silver in the waste to 1.2 mg/L or less where valid analytical test data has been submitted to, and accepted by, the Corporation wastewater group.

An operator of a photographic imaging operation must install and maintain silver recovery technology according to the manufacturer's or supplier's recommendations.

An operator of a photographic imaging operation must collect all liquid waste containing silver in a holding tank and must deliver this waste to the chemical recovery cartridges using a metering pump.

An operator of a photographic imaging operation must calibrate the metering pump at least once per year.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-005)
SECTION 5 - PHOTOGRAPHIC IMAGING OPERATIONS

Spill/ Leak Prevention:

An operator of a photographic imaging operation must locate the silver recovery system in such a manner that an accidental spill, leak or container failure will not result in liquid waste containing silver in concentrations greater than 1.2 mg/L entering any sewer.

If a location referred to above is not available, an operator of a photographic imaging operation must do one of the following:

- (1) install spill containment to contain spills or leaks from the silver recovery system; or
- (2) cap all floor drains into which liquid spilled from the silver recovery system would normally flow.

Testing:

When using two separate chemical recovery cartridges, an operator of a photographic imaging operation must test the discharge from the first cartridge for silver content at least once per month using either silver test paper or a portable silver test kit.

When the discharge from the first chemical recovery cartridge referred to above cannot be sampled, an operator of a photographic imaging operation must:

- (1) install a cumulative flow meter on the silver recovery system; and
- (2) test the discharge from the second chemical recovery cartridge once per week using silver test paper or a silver test kit.

Cartridge Replacement

An operator of a photographic imaging operation must replace the chemical recovery cartridges when any one of the following occurs:

- (1) the manufacturer's or supplier's recommended expiry date, as shown on each cartridge, has been reached;
- (2) eighty percent (80%) of the manufacturer's or supplier's maximum recommended capacity, or total cumulative flow, for each cartridge has been reached;
- (3) test data, using silver test paper or a silver test kit, indicates that the discharge from the first cartridge is greater than 1000 mg/L; or
- (4) analytical data using a method of analysis outlined in standard methods, or an alternative method of analysis approved by the manager, having a method detection limit of 0.5 mg/ L silver or lower, indicates that the concentration of silver in the discharge from the silver recovery system is greater than, or equal to, 1.2 mg/ L.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-005)
SECTION 5 - PHOTOGRAPHIC IMAGING OPERATIONS

III. RECORD KEEPING AND RETENTION

An operator of a photographic imaging operation that uses a silver recovery system must keep, at the photographic imaging operation site, an operation and maintenance manual pertaining to all equipment used in the silver recovery system.

An operator of a photographic imaging operation that uses two chemical recovery cartridges connected in series must keep a record book at the photographic imaging operation site which includes the following information recorded for the previous two years:

- (1) serial number of each chemical recovery cartridge used;
- (2) installation date of each chemical recovery cartridge used;
- (3) expiry date of each chemical recovery cartridge used (where provided by manufacturers or suppliers);
- (4) maximum recommended capacity, or total cumulative flow, of each chemical recovery cartridge used;
- (5) dates of all metering pump calibrations;
- (6) monthly silver test results on the discharge from the first chemical recovery cartridge; or where the discharge from the first cartridge cannot be sampled, weekly silver test results on the discharge from the second chemical recovery¹³ cartridge and weekly cumulative flows through the silver recovery system; and
- (7) dates and descriptions of all operational problems associated with the chemical recovery cartridges and remedial actions taken.

Both chemical recovery cartridges used following an electrolytic recovery unit must be replaced by the operator of the photographic imaging operation when one of the events referred to above occurs if this is recommended by the manufacturer or supplier of the cartridges.

An operator of a photographic imaging operation that uses an electrolytic recovery unit in addition to two chemical recovery cartridges connected in series must keep a record book at the photographic imaging operation site which includes the following information recorded for the previous two years:

- (1) all information specified above;
- (2) date of each removal of silver from the electrolytic recovery unit;
- (3) date of each maintenance check on the electrolytic recovery unit;
- (4) dates and descriptions of all operational problems associated with the electrolytic recovery unit and remedial actions taken.

¹³ If treatment of liquid waste with two chemical recovery cartridges connected in series is the only silver recovery technology being used, then the owner of the photographic imaging operation must replace both chemical recovery cartridges when one of the events referred to occurs.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-006)
SECTION 6 – RV PARK OPERATIONS

I. APPLICATION

This code of practice for RV park operations defines the requirements for managing waste discharged directly or indirectly into a sewer connected to a sewage facility from RVs, mobile homes, trailers, watercraft and other sources which employ storage, chemical disinfection/stabilization and discharge as a waste disposal mechanism.

This code of practice applies to all RV park operations. Definitions are included in LPSCO-CP-01-DEF.

II. DISCHARGE REGULATIONS

An operator of an RV park operation must not discharge waste, which at the point of discharge into a sewer, contains:

- (1) oil and grease in a concentration that is in excess of 100 milligrams per liter as analyzed in a grab sample;
- (2) suspended solids in a concentration that is in excess of 350 milligrams per liter as analyzed in a grab sample;
- (3) 5-day biochemical oxygen demand (BOD₅) in a concentration that is in excess of 350 milligrams per liter in a grab sample;
- (4) total nitrogen in excess of 100 mg/L;
- (5) prohibited waste, restricted waste, special waste, storm water, or contaminated water.

If the RV park operation accepts RV customers with the intention of providing sewerage hook-ups, that practice is only acceptable if one of the following conditions is met:

- (1) If the RV park operation has a dedicated pre-treatment facility, that facility must be used for the disposal of the first discharge of wastewater from any entering RVs. The facility must be maintained as per manufacturer's or engineer's operating instructions. Discharge from that facility which is directed to a sewer connected to a sewerage facility shall be metered such that large slugs of waste are not introduced to the sewer instantaneously. Discharges from such facilities to sewers are limited to 10% of the average daily sewerage flow (in USGPM) experienced in the sewer.
- (2) In the absence of a dedicated pre-treatment facility, the RV park operation shall require incoming RVs to certify that, prior to connection to a sewer, that the holding tanks of the RV have been discharged at an approved facility.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-006)
SECTION 6 – RV PARK OPERATIONS

III. RECORD KEEPING AND RETENTION

An operator of an RV park operation must keep a record at the RV park operation of:

- (1) all disposals of RV waste into a dedicated pre-treatment facility;
- (2) Pre-treatment facility inspection and maintenance activities including:
 - (a) the date of inspection or maintenance;
 - (b) the maintenance conducted; and
 - (c) the type and quantity of material removed from the facility;
- (3) Certifications of waste disposal prior to hook up of RVs to sewer services.

The records shall be retained for a period of two years and shall be available on request by Corporation representative.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-007)
SECTION 7 - PRETREATMENT/ INDUSTRIALWASTE CONTROL

Reference **PART TWELVE** Liberty Utilities (Litchfield Park Water and Sewer) Corp.
Industrial Pretreatment Program and Tariff.

Applies to all **WASTEWATER** service areas
PART THIRTEEN
CODE OF PRACTICE (LPSCO-CP-01-008)
SECTION 8 - NONCOMPLIANCE / ENFORCEMENT

I. NOTICE OF VIOLATIONS

Whenever the Company determines that any customer has violated or is violating any provision of this Code, or any directives, orders, or permits issued or approved to which the Company is bound, the Company may serve upon such customer a written notice ("Notice") stating the nature of the violations(s) in accordance with A.A.C. R.14-2-609.C, and requiring that the customer correct the violation(s) within a specified period of time; perform such tasks as the Company determines are necessary for the customer to correct the violations; or perform such tasks and submit such information as is necessary for the Company to evaluate the extent of noncompliance or to determine appropriate enforcement actions to be taken in conjunction with the applicable regulatory agencies. A copy of the Notice shall also be provided to the Director of the Utilities Division of the Arizona Corporation Commission.

II. SUSPENSION OF SERVICE

If the customer does not cure the violation, or present a satisfactory plan of remediation to Company, within the time specified in the Notice, then Company may suspend or disconnect wastewater treatment service in accordance with A.A.C. R.14-2-609.C.

In addition, the Company may suspend wastewater treatment service, in accordance with A.A.C. R.14-2-609.B (without notice), when such suspension is necessary, in the opinion of the Company, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or causes the Company to violate any condition of its aquifer protection permit, AZPDES discharge permit, or any applicable sludge disposal regulations.

Any customer notified of an immediate suspension of the wastewater treatment service shall immediately stop or eliminate the discharge. In the event of a failure of the customer to comply voluntarily with the cease-and-desist request, the Company shall take such steps as deemed necessary, including immediate severance of the sewer connection and/or immediate disconnection of the water service, to prevent or minimize damage to the company's wastewater system or endangerment to any individuals or the environment. Any action that results in the immediate suspension of service, or disconnection, of a customer shall be reported to the Director of the Utilities Division of the Arizona Corporation Commission and Maricopa County Environmental Services Department (MCESD) within twenty-four (24) hours of the suspension or disconnection. Any reconnection of the affected customer shall be in accordance with the Company's Tariff for which the customer must pay the cost of disconnection and reconnection, plus the cost of parts and installation of an Elder valve (or similar equipment) to allow for easier disconnection in the event of a repeated discharge offense by customer.